

ACCEPTABLE USE POLICY

January 2018



Introduction

1. This Acceptable Use Policy (AUP) is part of your Contract and applies to all Services we supply to you.
2. In the AUP 'you' and 'your' mean the customer (that is, you); 'we', 'our' and 'us' mean Harbour ISP; and 'our Services' means the provision of internet broadband services we have agreed to provide to you under the plan you have chosen.
3. You agree to accept total responsibility for the content of files owned by you and stored on our network, and also accept total responsibility for any data transmitted or caused to be transmitted across our network.
4. You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access the Service, and you agree not to disclose this to any other person.
5. You are responsible for securing your computer and your home wireless or wired network.
6. You agree that any data destined to or originating from your Network Termination Device (modem) will be counted against your monthly data allowance regardless of whether you requested it and whether or not it reached your computer. Please check our Help page at harbourisp.com.au for tips on how to monitor and manage your data usage.
7. You must notify us immediately if your username and/or password are lost or you think that your username and/or password are being used without your authorisation.
8. If we think it necessary, we may monitor the conduct of your account to determine whether this policy is being followed.
9. If you use our Services in any way which we reasonably determine is illegal or detrimental to the Harbour ISP network, our Services or any of our customers, we reserve the right to suspend or terminate your access without notice.
10. For VoIP and Mobile Phone services refer to the Harbour ISP VoIP & Mobile Fair Use Policy.
11. A breach of the AUP is a material breach of your Contract.

Using the Service

12. When using a Service, you must comply with any applicable Laws.
13. You must not use a Service:
 - (a) in breach of any Law;
 - (b) to breach anyone else's rights;
 - (c) to infringe copyright;
 - (d) to create, transmit or communicate communications which are defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal or which bring us or any of our Partners into disrepute;
 - (e) to host or transmit content which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment;
 - (f) to send, allow to be sent, or assist in the sending of Spam, to use or distribute email harvesting software, or otherwise breach the Spam Act;
 - (g) in a way that is misleading or deceptive, where that is contrary to Law;
 - (h) in a way that results, or is likely to result, in damage to property or injury to any person; or
 - (i) in any way that damages or interferes with our Services to our other customers, our Partners or any Facilities, or exposes us to liability.
14. Also, you must not do anything which:
 - (a) harasses, menaces or stalks people;
 - (b) puts children at risk by enabling a child to access material inappropriate for a child or by you establishing (or trying to establish) inappropriate contact with a child;
 - (c) unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender, sexual preference or nationality;
 - (d) involves you engaging in any illegal business practices, misleading or deceptive business or marketing practice, or which involves providing or promoting an illegal pyramid selling scheme or unlawful gambling or gaming activities;
 - (e) constitutes a misuse of Harbour ISP's or any other person's confidential or personal information.
15. You are not allowed to access our network for any purpose other than to use our Services in accordance with this Acceptable Use Policy and your contract with us for our Services under the plan you have selected.
16. You must not interfere with the proper operation of our Services or any part of Harbour ISP's network or systems.
17. You must not use our Services or attempt to use our Services or allow our Services to be used by anyone else:
 - (a) in connection with any virus, Trojan horse, worm, cancelbot, time bomb or activity including a Denial of Service attack, that is designed to provide or allow unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is Harbour ISP's or anyone else's);
 - (b) to access or use, or attempt to access or use, Harbour ISP's or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) regardless of whether or not such access or use has any adverse effect on the system, network or data; or

- (c) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or
 - (d) to manipulate or bypass Harbour ISP's content usage limits.
18. You may not resell, onsell or otherwise onward supply your NBN Access service. You must ensure that it is not made available or used by ISPs, Internet Cafés or Web Hosting Companies.

Restricting Your Use

19. For Shaped Plans, if you exceed your Normal Data Allowance during a Billing Period, your Peak Information Rate (data speed) will be slowed for the remainder of that Billing Period. Only Unshaped Satellite Plans are charged Excess Data Usage. Please refer to the Critical Information Summary of your selected plan for charges and specific shaping.

Interacting with our Staff

- 20. You must deal with our staff courteously.
- 21. You must not be rude to our staff.
- 22. You must not harass or mislead our staff.