

Acceptable Use Policy

Last updated 5 April 2007

I. INTRODUCTION

- A. This Acceptable Use Policy applies to your use of the Clear Networks broadband Service ('the Service').
- B. This Acceptable Use Policy forms part of your agreement with us for the Service.
- C. We may change this Acceptable Use Policy with prior approval from The Department as set out in the Terms and Conditions for the Service.

II. GENERAL OBLIGATIONS

- A. You must use the Service in a responsible manner, taking into account the effects your use of the Service may have on other users and the network.
- B. You must not use the Service, or allow anyone else to use the Service:
 - 1. For any unlawful, illegal, malicious or improper purpose;
 - 2. To knowingly transmit a computer virus or other malicious computer program;
 - 3. In any way which interferes with its availability for other users or otherwise interferes in the proper operation of the Service;
 - 4. To access or damage another's computer system without permission;
 - 5. To infringe others' intellectual property rights;
 - 6. To disclose private or confidential information of another;
 - 7. To engage in misleading or deceptive marketing practices, or to conduct, or as part of, a business that is illegal;
 - 8. To store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;
 - 9. To enable a minor to access material inappropriate for a minor;
 - 10. To harass or menace any person;
 - 11. To conduct or promote a business that is illegal;
 - 12. To breach any laws or infringe any third party rights (including without limitation, copyright) or to breach any standards, content requirements or codes promulgated by any relevant authority or industry body; or
 - 13. To attempt to do any of the foregoing.
- C. If your use (including sending and receiving in the case of the broadband Services) in our reasonable opinion creates an undue burden to our network or degrades use of the network by other users, then we reserve the right to restrict the level or suspend your access to the Service, without prior notice to you.
- D. You must not use automated programs (such as peer-to-peer and file-sharing applications) to continually send or receive high volumes of data via the Service.
- E. You may connect a local area network to the Service.
- F. You must not resell the Service or any of its components or content provided via the Service.
- G. While using the Service, you must not impersonate another person.

III. EMAIL

- A. In addition, in relation to email, you must not use the Service to:
 - 1. Send bulk unsolicited email to others;
 - 2. Send email that hides or obscures the source of the email you send, that contains invalid or forged headers or domain names or deceptive addressing;
 - 3. Receive responses from bulk unsolicited email where the original was distributed by you, even if not via the Service;
 - 4. Relay email from a third party's mail server without permission;
 - 5. Collect or harvest screen names or email addresses of others for the purpose of sending unsolicited emails or for exchange;
 - 6. Send large or numerous emails with the purpose of disrupting another's computer or account;
 - 7. Send email that may damage or affect the performance of the email recipient's computer; or
 - 8. Persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person.

IV. NEWSGROUPS

- A. In addition, in relation to Usenet newsgroups, you must not use the Service to:
 - 1. Engage in mass posting of messages or the posting of messages to inappropriate newsgroups;
 - 2. Post advertisements other than in newsgroups that specifically encourage or permit advertising;
 - 3. Post binary files other than in newsgroups that specifically encourage or permit such postings;
 - 4. Post large or numerous messages with the purpose of disrupting a newsgroup; or
 - 5. Send messages that contain invalid or forged headers or domain names or deceptive addressing.
- B. What constitutes appropriate Usenet newsgroups and appropriate advertising venues will be determined by us.

V. FLAT RATE PLANS

- A. This clause V only applies if you are on a flat rate plan.
- B. There may be a fixed download limit, at which point your connection may be 'shaped' to a lower speed which ensures the network does not degrade. This download limit is specified in your plan description and contract of sale.