

Fair Use Policy

1 The Fair Use Policy

- 1.1 The purpose of Ezinternet's Fair Use Policy is to ensure that all of Ezinternet's customers:
- (a) use Ezinternet's broadband Internet services in the manner, and for the purposes, which Ezinternet and the customer have agreed;
 - (b) use Ezinternet's broadband Internet services in a way that complies with appropriate legal and regulatory requirements;
 - (c) do not use Ezinternet's broadband Internet services in a manner that is unreasonable or unacceptable - (those terms are defined below).
- 1.2 Ezinternet's Fair Use Policy sets out rules about:
- (a) how customers may, and may not, use Ezinternet's broadband Internet services;
 - (b) the customer's responsibility when using Ezinternet's Super-Fast broadband Internet services to access and use the Internet, including accessing and publishing content online or corresponding by email;
 - (c) what steps Ezinternet can take to manage the broadband Internet network in circumstances of unexpected use by some customers;
 - (d) what Ezinternet may do in some circumstances, to monitor on-line activity and to ensure compliance with laws, regulations, including setting out Ezinternet's responsibilities to comply with directions from regulatory and other law enforcement bodies;
 - (e) what Ezinternet may do in some circumstances, to monitor on-line activity and to ensure compliance with this Fair Use Policy;
 - (f) what Ezinternet may do in the event of a breach of this Fair Use Policy.
- 1.3 Ezinternet's Fair Use Policy applies to all of Ezinternet's broadband Internet services.

2 Customer use - Reasonable and Acceptable

- 2.1 Customers who have agreed to receive Ezinternet's broadband Internet services on a Residential Plan can use Ezinternet's broadband Internet services only in a way that is consistent with personal use in a residential environment.

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- 2.2 Customers who have agreed to receive Ezinternet's broadband Internet services on a Business Plan can use Ezinternet's broadband Internet services only in a way that is consistent with commercial use in the ordinary course of that customer's business, and with ancillary personal use in that commercial environment.
- 2.3 Customers must not use Ezinternet's broadband Internet services in ways that are not consistent with the criteria and limitations set for their Residential Plan or their Business Plan.
- 2.4 Customers must not use Ezinternet's broadband Internet services in a manner which is unreasonable or unacceptable. The terms unreasonable and unacceptable are defined as follows:

3 Unreasonable

- 3.1 A customer's use of Ezinternet's broadband Internet services will be unreasonable if the customer uses Ezinternet's broadband Internet services in a manner which is other than that for which the customer has contracted, or which is contrary or different, or not in accordance with, uses which Ezinternet's broadband Internet services are intended.
- 3.2 Ezinternet will consider that a customer's use of Ezinternet's broadband Internet services is unreasonable if the customer:
- (a) is on a Residential Plan, but the customer uses Ezinternet's Super-Fast broadband Internet services in a way which could not be reasonably regarded as only for personal use in a residential environment;
 - (b) is on a Business Plan, but the customer uses Ezinternet's Super-Fast broadband Internet services in a way which could not be reasonably regarded as only commercial use in the ordinary course of that customer's business, and personal use ancillary with that commercial use;
 - (c) is on either a Residential Plan or a Business Plan and shares and/or on-sells/re-sells the broadband Internet services delivered under their Residential Plan or Business Plan with other persons or entities outside of their residence or outside of their business;
 - (d) uses Ezinternet's broadband Internet services for purposes which are fraudulent, deceptive, misleading or otherwise for any illegal or criminal purpose;
 - (e) uses Ezinternet's broadband Internet services for purposes which are technologically excessive or abusive;

- (f) uses Ezinternet's broadband Internet services in connection with a device that automatically dials numbers or sends emails either from a list or generated randomly;
- (g) uses Ezinternet's broadband Internet services to make or receive calls, or send or receive emails, for the purposes of reselling, resupplying or commercial exploitation.

3.3 A customer's use of Ezinternet's broadband Internet services will be unacceptable if the customer uses Ezinternet's broadband Internet services in a manner which improperly interfere in any way with another person, business or entity, for purposes which are illegal or are otherwise in contravention of this Fair Use Policy.

3.4 Ezinternet will consider that a customer's use of Ezinternet's broadband Internet services is unacceptable if the customer:

- (a) provides Ezinternet with false user information in their application for, or at any time during their use of, Ezinternet's broadband Internet services;
- (b) fails to provide updated user information where that information would reasonably be considered to be required to be provided or disclosed;
- (c) contravenes any applicable law or regulation when applying for or when using Ezinternet's broadband Internet services;
- (d) uses Ezinternet's broadband Internet services in any manner which improperly interferes with another person's use of our services, rights, safety or personhood,
- (e) uses Ezinternet's broadband Internet services for illegal or unlawful purposes;
- (f) uses any equipment or device on Ezinternet's broadband Internet network which has not been authorised by Ezinternet, or which Ezinternet has recommended or directed that the customer not use;
- (g) uses Ezinternet's broadband Internet services to send unsolicited or unwanted commercial electronic messages (including SPAM) to individuals or businesses;
- (h) uses Ezinternet's broadband Internet services to gain improper access to another person's private or personal information;
- (i) uses Ezinternet's broadband Internet services to distribute, to receive, to post, to facilitate access to, or to make available, material that is indecent, obscene, offensive, illegal, confidential or disclosed in a breach of privacy, or which constitutes illegal or inappropriate or troubling volumes of pornography;

- (j) uses Ezinternet's broadband Internet services to defame, harass, abuse, bully or troll anyone or to violate the privacy, agency or personhood of anyone;
- (k) uses Ezinternet's broadband Internet services to distribute or make available material that is misleading, deceptive, incorrect or false, in relation to any aspect of the customer's identity or the identity of any other person;
- (l) uses Ezinternet's broadband Internet services to communicate improperly (as determined by the emergency services organisation or the police in their absolute discretion) with emergency service organisations where an emergency situation does not exist;
- (m) uses Ezinternet's broadband Internet services to monitor data or traffic on any network or system where the customer does not have appropriate or sufficient authorisation to do so;
- (n) uses Ezinternet's broadband Internet services in a way which interferes or disrupts Ezinternet's broadband Internet services;
- (o) uses Ezinternet's broadband Internet services to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- (p) uses Ezinternet's broadband Internet services in a manner which will or may compromise or otherwise disrupt or interfere with the security or the operation of Ezinternet's broadband Internet services or any other computer, system or network which uses or is related to Ezinternet's broadband Internet services.

4 A Customer's use of the Internet

- 4.1 Ezinternet's broadband Internet services enable people to access the Internet. But customers do need to bear in mind that there are risks of being connected to the Internet.
- 4.2 Ezinternet encourages customers to use appropriate warnings and precautions in respect of content which might be unsuitable, especially for children.
- 4.3 Customers do need to bear in mind that where a customer uses Ezinternet's broadband Internet services to obtain access to the Internet, the customer is responsible for any use, and for any misuse, which occurs with or without the customer's consent, by the customer or by any other person who might gain access to the Internet through Ezinternet's broadband Internet services and the customer's equipment.

- 4.4 The customer must bear all responsibility for all risks associated with use of any Ezinternet broadband Internet service. By accepting Ezinternet's broadband Internet services, the Customer expressly releases Ezinternet from any responsibility or liability relating to the customer's use of Ezinternet's broadband Internet services and the Customer's use of the Internet. For further information about online safety please contact Ezinternet to discuss using a filtering or security solution.
- 4.5 Each customer is responsible for any content the customer publishes online or via email.
- 4.6 Each customer must comply with any rules imposed by any third party whose content or service the customer accesses using Ezinternet's Super-Fast broadband Internet services.
- 4.7 Customers must be aware that they must not illegally download, use or otherwise exploit material which is subject to copyright. This prohibition includes framing, linking, posting and any other form of copying, duplication or using material, unless that use is approved by the content provider and/or the holder of the copyright.
- 4.8 Ezinternet may also remove copyright materials from our servers or otherwise prevent users from accessing copyright materials.
- 4.9 Ezinternet may, if directed to do so by a regulatory or other law enforcement body, to remove content from Ezinternet's servers, or may be directed to prevent users from accessing a customer's content from the Internet.

5 Unlimited

- 5.1 Unlimited means that the amount of data that a customer may download or upload is not usually limited by set quotas.
- 5.2 However, unlimited does not mean that the flow of data that a customer may access is not limited in any way. Unlimited does not mean that the flow of data that a customer may access is indefinite.
- 5.3 Ezinternet intend that our unlimited data plans will allow customers to operate their Ezinternet Residential or Business plans for Internet services, without having to worry about whether or not they will run out of data. But Ezinternet also intend that our unlimited data plans are not to be abused, flagrantly, for extreme activities, without any residential or business purpose.
- 5.4 Unlimited means that that the amount of data that a customer may download or upload is not usually limited by set quotas, but, if necessary, and especially where a

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customer's use of Ezinternet's broadband Internet services is unreasonable, unacceptable, or if the customer is using Ezinternet's broadband Internet services in a way that is technologically or morally abusive, excessive or extreme (which Ezinternet may determine in Ezinternet's absolute and unfettered, but not unreasonable, discretion).

- 5.5 In the event of abuse of Ezinternet's Fair Use Policy on unlimited plans Ezinternet will first contact the customer and seek an explanation for the vast use of data, and if that explanation is acceptable to Ezinternet, Ezinternet will allow the service to continue, but will continue to monitor the service. In the event that the explanation is not acceptable to Ezinternet, then Ezinternet may take action which may include limiting the service, shaping the service, moving the customer to another plan at a lower price with a data limit, or, in the event of repeated abuse, cancelling the service.

6 What happens in the event of a breach of Ezinternet's Fair Use Policy

- 6.1 If a customer breaches any part of this Fair Use Policy Ezinternet will, generally speaking and if it is appropriate to do so, first contact the customer, ask the customer to modify their use of Ezinternet's broadband Internet services, so that their use of Ezinternet's Super-Fast broadband Internet services complies with both the customer's Residential Plan or Business Plan and complies with this Fair Use Policy.
- 6.2 If the customer does not modify their use of Ezinternet's Super-Fast broadband Internet services, then may, without prior notice to the customer, impose limits on the amount of data that a customer may download or upload.
- 6.3 If Ezinternet consider it necessary to do so, then Ezinternet may cancel a customer's service.
- 6.4 In the event that Ezinternet restricts or cancels a customer's service, or moves a customer to another plan, due to the customer's misuse of Ezinternet's broadband Internet services, Ezinternet will not be liable for any loss, damage or frustration.
- 6.5 However, in certain circumstances - such as conduct which is, or which might be, illegal, or where use of Ezinternet's Super-Fast broadband Internet services is clearly unreasonable or is clearly unacceptable, then Ezinternet may suspend or cancel a customer's service immediately, and without notice.

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- 6.6 Upon cancellation of a customer's account, where the customer has a Ezinternet-supplied email address, Ezinternet may delete any files, programs, data and email messages associated with the account.
- 6.7 In the case where a breach of the standards stated in this Fair Use Policy involves a breach of any law, then Ezinternet may notify the relevant government authorities or the police.