

This Acceptable Use Policy (AUP) document must be read in conjunction with the Customer Relationship Agreement. This policy outlines the circumstances under which Ocean Broadband will consider restricting or removing access to the service. Ocean Broadband reserves the right vary this policy in the future at its sole discretion.

You are responsible for ensuring that the use of the Service through your Ocean Broadband account complies with this AUP. You are also responsible for any use of the Service even for example, if it was committed, with or without your consent, by a friend, family member, guest, employee or customer who gains access to your Ocean Broadband Service.

Ocean Broadband's Right to Suspend or Cancel Accounts

Ocean Broadband endeavours to provide a high-quality, reliable internet service to all of our customers. To achieve this, we request a level of co-operation from our users. Ocean Broadband reserves the right to suspend or terminate your service without refund should you breach, or assist, abet, encourage or incite another party to breach, any of the terms of this policy.

Security

You are responsible for any misuse of the Service, therefore you must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. As per section 6 of the Customer Relationship Agreement, the Service must not be used for illegal or unlawful activities. Ocean Broadband will not be held liable for any consequences of misuse of the Service.

Prohibited Uses

You must not use, or attempt to use, the Service:

- (a) to commit an offence or to infringe another person's rights;
- (b) in any way which damages or interferes (or threatens to damage or interfere) with the operation of a Service or with the efficiency of our Network or a Supplier's Network (including because you have inadequate capacity);
- (c) in any way which makes it unsafe or which may damage any property or injure or kill any person;
- (d) in an excessive or unusual way;
- (e) to transmit, publish or communicate any material which is defamatory, offensive, indecent, abusive, menacing, threatening, harassing or unsolicited, or
- (f) otherwise misuse the Service, or allow anybody else to do so.

You will be held liable for, and indemnify Ocean Broadband for, all costs and damages attributable to your unauthorised activities or disruptions.

Personal Files

As part of the Service, Ocean Broadband provides you with some data storage. Ocean Broadband is not responsible for back ups of your personal files or other information. Once you cease to be a customer, Ocean Broadband has the right to delete this data.

Network Address Ownership

Any static IP addresses assigned to you by Ocean Broadband are considered loaned and not given. They will revert back to Ocean Broadband when your account is closed.

Compliance with All Laws

Ocean Broadband's services may only be used for lawful and authorised purposes. Storage, transmission or distribution of any material in violation of Commonwealth or State legislation is prohibited. This includes copyright material, material legally judged as threatening or obscene, or material protected by trade secret. You must not use, or allow any other person to use, the Ocean Broadband network and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the *Telecommunications Act 1997* or under other applicable state and/or Commonwealth Laws and/or Determinations from any relevant regulatory agencies

Compliance with the *Copyright Act 1968* is your responsibility. You must not store on an Ocean Broadband system, transfer or cause to be transferred over the Ocean Broadband network, reproduce or make available for distribution through the Ocean Broadband network, any data where the storage, reproduction, transfer, or distribution of, that data is in contravention of the *Copyright Act 1968*.

Privacy

Ocean Broadband takes your privacy seriously. Refer to our Privacy Policy for full details. In particular, Ocean Broadband reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the Ocean Broadband network and systems is occurring. Ocean Broadband co-operates fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via its network or systems. Ocean Broadband reserves the right to suspend your access if your usage of its network or systems is subject to any investigation.

Right to Modify or Change Service

Ocean Broadband reserves the right to update or change this policy at any time. Any such change will be notified by one or more of the following means: letter to the account holder; email to the primary email address recorded for the account; or a notice on our home page at www.oceanbroadband.net.au