

## Acceptable Use Policy

With a Quantum Air Fibre broadband connection not only do you get access to the Internet but it also allows you to use a number of connected devices with a wide array of applications. We provide our service to the customer, generally the person who pays the bill. It is the responsibility of you, our customer, to make sure that anyone using the Quantum Air Fibre service complies with this Acceptable Use Policy.

We differentiate between business use and personal use and different tariffs apply to each. You may only use our service for commercial or business purposes if you have subscribed to one of our business tariffs. If we believe that you are using your services for business purposes without our permission, we have the right to suspend your account.

Unless we have agreed otherwise with you, Quantum Air Fibre accounts do not have a usage cap, nor do we apply 'traffic management caps' on our customer's use of the Internet.

Most applications will download and upload data, and you may use applications that provide services to third parties through the Internet. That's what we expect. However, you are responsible for the way the services are used and you are responsible for ensuring that your use of the services is within the law. You must not use the services, or allow anyone else to use the services to carry out any of the following acts:

- 1. Send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
- 2. Cause annoyance, nuisance, inconvenience or needless worry to, or interfere with the rights of, any other person;
- 3. Perform any illegal activity;
- 4. Break, or try to break, the security of anyone else's equipment, hardware or software;
- 5. Deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);
- 6. Upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights without the permission of its owner;
- 7. Copy or distribute any software that we provide (but you may make a backup copy of any software that we provide for your personal use);
- 8. Use any Internet Protocol (IP) address that Quantum Air Fibre has not assigned to you, our customer. You may not use the internet connection we provide to harm the service of another internet user or impersonate another user, whether on our network or external to our network. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving notice unless you have purchased a fixed IP address from us;
- 9. Use the services in a way that (a) risks degradation of service levels to other customers, (b) puts
  Quantum Air Fibre's systems at risk or (c) interfere with or attempt to interfere with the operation of
  any of Quantum Air Fibre's equipment or services or the Internet;
- 10. Knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 11. Run open mail relays or open web proxies or similar services that can allow unknown third parties to use your connection for (possibly) commit unlawful acts without your knowledge or control;
- 12. Modify identifying network header information in order to deceive or mislead.

This list is not exhaustive and any act which adversely affects either Quantum Air Fibre or a 3rd party may result in Quantum Air Fibre suspending or terminating your account.

We may receive a complaint about your use of the Internet. If it comes through a formal legal process (e.g. a Court Order) then we will follow the appropriate legal steps. However, we may receive an informal complaint about your use of the Internet (an abuse complaint to netabuse@quantumairfibre.com) that indicates you may not be following this Acceptable Use Policy. We will contact you to investigate, but where we are required by law or to protect Quantum Air Fibre's interests or the interests of a 3rd party or you are not able to satisfy our investigation, then we reserve the right to suspend or terminate your service immediately.