

Acceptable Use Policy



1. PURPOSE OF THIS POLICY

ANT's Acceptable Use Policy aims to ensure ANT can provide high quality Services to all of ANT's Customers in compliance with the law and industry practice, and that no Customer or user of a network is disadvantaged by the behaviour of others.

We may immediately suspend, cancel or restrict the supply of the Service to you if you use the Service, or if any person who accesses your Service uses the Service, in any way which breaches this Acceptable Use Policy.

2. WHO DOES THIS POLICY APPLY TO?

This policy applies to all ANT customers. By using ANT's services customers agree to comply with the terms of this policy. Every customer is responsible for the use of their ANT service and any systems or equipment connected to or accessing their service

3. REGULATORY AUTHORITIES

ANT co-operates fully with all empowered law enforcement and security agencies and has a requirement to assist law enforcement agencies as a condition of our telecommunications license. ANT may be required to comply with law enforcement requests at any time without notice to Customers but in doing so will act in accordance with our legal obligations.

4. YOUR INTERNET OBLIGATIONS

The Customer shall comply with all reasonable directions by the Service Provider with respect to access and use of the Service.

You and any person, who accesses your Service, must not use or attempt to use the Service for:

- a) Illegal or fraudulent purposes or practices.
- b) Disruptive activities
- c) The circulation of any unsolicited, publicity or advertising material,
- d) Propagation of computer worms and viruses,
- e) Gaining unauthorised access to any other computer system
- f) Sending of harassing, obscene, offensive or threatening electronic mail
- g) Forgery of electronic mail
- h) Placement or transmission or storage of any defamatory or illegal material on the internet.
- i) What ANT or ANT's supplier believes to be an unusually high use of the service that impacts on the service of other users.
- j) Accessing, storing any material that infringes any copyright.
- k) Reproducing distributing or publishing or commercially exploiting any information or material of any kind that infringes any copyright, patent, trade mark, design or other intellectual property
- l) Interference or threatened interference with ANT or a Supplier's Network
- m) Engage in abusive behaviour either electronically or verbally towards our staff
- n) To access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) or to otherwise probe, scan or test the vulnerability of any other person's equipment, networks, systems or data, without that person's consent
- o) To use or distribute software (such as password guessing programs, keyboard loggers, viruses or trojans) with the intent of compromising the security of any network or system to engage in any unreasonable activity which impairs the ability of other people or systems to use our Services or the Internet. This includes any malicious activity resulting in an adverse effect such as denial of service attacks against another network host or individual user, flooding of a network, overloading a service, improper seizing or abuse of operator privileges, and attempts to harm a system or network. Unless otherwise stated, our rights to suspend, cancel or restrict the supply of the

Service to you applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you (such as through Trojan horses, viruses or other security breaches).

- p) When using the service or the ANT network the customer must at all times comply with the Spam Act 2003 (Cth) and the regulations made thereunder including the Spam Regulations 2004 (Cth)

7. Fair Use Policy

This policy aims to ensure ANT is able to provide quality services to all of our customers, and no customers are disadvantaged by the behaviour of others. We provide this offer for customers in good faith. Under the ANT Fair Use Policy, ANT regularly monitors the average usage statistics, and if you are deemed by ANT or ANT's suppliers to be exceeding the average, ANT will request that you reduce your usage. Persistent (two or more) breaches of our Fair Use Policy may result in ANT terminating your service.

8. CHANGES

ANT may reasonably vary this Policy in line with notice provisions of an applicable Service agreement with ANT. Continued use of Services after the change takes effect will constitute acceptance of the variation.