

## Ultracom Ltd – Acceptable Use Policy

Ultracom Limited (referred to as Ultracom) is committed to providing its customers with the highest quality Broadband Internet services possible. This Acceptable Use Policy outlines acceptable use of the Ultracom Internet services (collectively known as the "Ultracom Service"). The Policy also outlines permissible and prohibited activities for using the Ultracom Service to access the Internet. All Ultracom customers and all others who have access to our network (collectively known as the user or you) are responsible for complying with this Policy, and all other Ultracom policies, including but not limited to the Ultracom Terms and Conditions & Ultracom Security Policies. By using the Ultracom Service, you confirm your acceptance of this Policy and all other policies. If you engage in any prohibited activities outlined in this Policy while using our services, we reserve the right to immediately terminate the Ultracom Service and the user account without warning. Failure to comply with these or any other Ultracom policies may result in the suspension or termination of our services to you. Ultracom reserves the right to revise this Policy from time to time without notice by posting a new or amended version of this document on the Ultracom Web site at <http://www.0800homeline.co.nz/>. The new or amended Policy is effective immediately upon posting and it is your responsibility to adhere to any amendments. Your use of Ultracom services is deemed to be in agreement with this policy and our general Terms and Conditions Policy, Privacy Policy, Telephone Services Policy and Complaints Policy.

### 1. Prohibited Uses

Prohibited uses include (but are not limited to), using the Ultracom Service to upload, download, post, publish, transmit, re-transmit, reproduce, distribute, store, undertake to, or partake in:

- Any unlawful activity of any sort or for any purpose that violates any Local, National, Federal, State, Foreign or International Law.
- Using Ultracom services for the promotion of deceptive and or illegal marketing practices, products or services by any means including, but not limited to, online trading sites, bartering sites or any other online site visited.
- Accessing any other person's computer or computer system, software, or data without their knowledge and consent including breaching the security of another user.
- Obtaining any software or other material through the Ultracom Service that is protected by copyright or other proprietary right, without the approval of the legal owner.
- Restricting, inhibiting, or otherwise interfering with the ability of any other person to use or enjoy the Ultracom Service, including, but not limited to, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information.
- Transmission of unsolicited bulk or commercial messages (SPAM) by any means, including, but not limited to: email, Instant Messenger Services and news group postings. (see point 6 - Spam)
- The creation, transmission or forwarding of "chain letters" or other schemes and scams of any type.
- Sending, transmitting, posting, storing, or dissemination of any information or material which could be deemed to be objectionable, threatening, obscene, offensive, indecent, pornographic, harassing, embarrassing, distressing,

vulgar, hateful, racially or ethnically offensive, offensive towards any religious group, or otherwise inappropriate.

- o The distribution or use of tools designed for, or that may be used for compromising the security of the Ultracom Service.
- o The Impersonation of any person, computer address, sender address falsification, forgery of anyone else's signature (digital or manual), mail header information or any other similar activity.
- o Tampering with, altering or modifying any equipment that has been provided as part of the Ultracom Service to you or any other user.
- o Violation of the rules, regulations, or policies that are or maybe applicable to any network, server, computer database, or Web site that you or any other user accesses.
- o Interference with the computer networking or telecommunications service to any user.

## 2. Excessive Use

Ultracom shares access with other providers to the greater Internet. It is the user's responsibility to ensure that their actions while using Ultracom services do not impact on the experiences of other Ultracom users. As such, Ultracom will take action on specific users

that are deemed by us to be utilising Ultracom resources so excessively; they may be impacting other users. This includes but is not limited to the amount of data that may be downloaded in a month or part of a month that is in excess of your Ultracom Plan.

Ultracom actions may include:

- o 1. Warning the customer that continued excessive downloading may result in further action
- o 2. Shaping, filtering, excluding or prohibiting the further downloading of further data - either entirely or on certain types of traffic
- o 3. Continued excessive downloading may result in the cancellation or suspension of the account without warning
- o 4. Ultracom may, at its discretion, reset your connection to ensure that the service cannot be used in this manner.

## 3. Simultaneous Connections

You must not have more than one connection to our service using your user ID at any time. If you do have simultaneous connections we reserve the right to charge you for each additional connection.

## 4. Static IP Addresses

Static IP addresses may be provided to customers on request at Ultracom's discretion. Please contact us to discuss conditions and terms as charges may apply.

## 5. Content Ownership and Protection

The customer is solely responsible for the ownership and protection of all content or information residing on, obtained through or transmitted via the Ultracom service. It is the customer's responsibility to provide appropriate protection for the prevention of minors (persons under 18 years of age) from accessing any unsuitable or restricted material published via any service.

## 6. Spam

It is the users' responsibility to ensure that they do not participate in any spamming activity either knowingly or unknowingly to originate, transfer or relay messages deemed to be Spam from their computer. If we identify a user that is spamming Ultracom will:

- ☐ 1. Immediately block the user from being able to continue to Spam.
  - ☐ 2. Send an e-mail to the user outlining the reason for the block and explaining that they must provide proof that they have cleaned their computer before having their address unblocked.
  - ☐ 3. Continue to block the user until they have provided proof that they cleaned their computer from any ability to participate in Spamming.
- Continued participation in Spamming activities will result in Ultracom permanently blocking the user from the network.

## 7. Security

As a registered user of Ultracom services, you, the customer is responsible for any misuse of the Ultracom Service, even if the misuse was committed by someone else with authorised or unauthorised access to your Service account. It is your responsibility to ensure you take appropriate measures to ensure that others do not use your account to gain unauthorised access to the Ultracom Service by strictly maintaining the confidentiality of your Service Username Login and Password. Ultracom will not be responsible for any actions and consequences resulting from username and passwords being compromised. These will remain the sole responsibility of the customer.

## 8. Electronic Mail

The Ultracom Service may not be used to send unsolicited bulk messages. Failure to abide by the condition may result in the suspension or termination of your account with us.

## 9. Personal Web Page (Homepage)

As part of the Ultracom Service, we may provide you with access to a personal Web page. Please contact us if you wish to enquire about this service.

## 10. General

Ultracom reserves the right to investigate any suspected violations of this Policy. If necessary we may gather information from the user or users involved and examination of material on Ultracom servers and network. During an investigation, Ultracom may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. Ultracom and the customer will cooperate with law enforcement authorities in any investigation of suspected illegal activities or if requested for any other legal issue or activity. This cooperation may include Ultracom providing available personally identifiable information about you to law enforcement agencies, including, but not limited to, username, subscriber name, and other account information if requested.

Ultracom offers protection against spam and viruses, but you understand and agree that we cannot guarantee 100% protection against attacks via our service. As such, we will not take any responsibility for damage to property or

other losses, including loss of time or income. The failure of Ultracom to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is deemed to be invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless Ultracom all claims and resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of any other posted Ultracom policy. Your indemnification will survive any termination of the relationship.

#### 11. New Zealand Law

All services are provided by Ultracom under New Zealand Law.