

Acceptable Use & Traffic Management Policy

1. Policy

This Acceptable Use Policy sets out the rules which apply to use of our communication services including your responsibilities and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Services.

2. Responsibilities

You are responsible for your actions on our network and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- > store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- > store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- > store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- > do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- > store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the use of our Services, network or systems;

- > forge header information, email source address or other user information;
- > access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- > compromise the security or integrity of any network or system including our network;
- > deliberately access, download, store, send or distribute any viruses or other harmful programs or material;
- > send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in this policy, or overload any network or system including our network and systems;
- > use another person's name, username or password or otherwise attempt to gain access to the account of any other User without their consent;
- > tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- > aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

3. SPAM

Also known as junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email or SMS messages to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email or SMS from the sender.

Email or SMS sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes toward the Broadband Network, but also because it can overload the network and disrupt service to the network's subscribers.

As a user of the Broadband service platforms you must comply with any regulation in force that covers direct marketing regulations if you are sending communications to large multiple lists of users.

In the absence of positive, verifiable proof to the contrary by a User, the network will consider complaints by recipients of emails or SMS messages to be conclusive that the recipient did not subscribe or otherwise request the email(s) or SMS about which a complaint was generated.

4. Expected Service Performance

Broadband services are delivered over a shared network. To provide a sustainable quality Broadband service to all our customers we have to manage the network. The Customer understands that Broadband services (including ADSL, FTTC, GFAST, SOGEA, SOGFAST and FTTP) operate as a shared service, meaning bandwidth that a service has the potential to use (e.g. an FTTC connection with 80Mb download) isn't guaranteed and may vary throughout the day. Expected bandwidth performance is provided through our availability checking tool. We may limit, suspend or terminate the Service if you use the capacity or resources of our network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our network or systems.

5. Illegal Use

The Broadband may only be used for lawful purposes. For example, Users may not use the Broadband Network to create, transmit, distribute, or store content that:

- > violates a trademark, copyright, trade secret or other intellectual property rights of others,
- > violates export control laws or regulations,
- > violates the privacy, publicity or other personal rights of others,
- > impairs the privacy of communications,
- > contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by the Broadband Network,
- > encourages conduct that would constitute a criminal offense or give rise to civil liability,
- > constitutes deceptive online marketing,
- > causes technical disturbances to the Broadband Network, its affiliated networks, or the network used by Users to access the Email service,
- > violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data,
- > assists, encourages or permits any persons in engaging in any of the activities described in this section. If the Client becomes aware of any such activities, the Client is obligated to immediately notify the Broadband Network and take all other appropriate actions to cause such activities to cease.

6. Consequences of Unacceptable Use

The Broadband Network reserves the right to suspend or terminate User's access to the Services upon notice to the Client of a violation of this policy. If the network believe that the policy has been breached or the integrity of the network and/or the performance of other users are at risk, then the network will contact the Client with notice of its intent or to notify the User of the breach of the policy. There may be instances where notice is limited or not possible, particularly if the use of the Services poses a critical risk.

7. IP Address Management

IP Addresses are a fundamental technical requirement for any Broadband service. IPv4 addresses are also limited globally, and as a result careful management of IP Address space is important to ensure all customers have fair access to this resource. All IP addressing is loaned as part of providing the Broadband service and remains in the ownership of the network (unless a Partner has provided their own IP address ranges and has gone through the technical establish processes enabling these IPs to be allocated to their Broadband services). If more than 1 IP address (typically referred to as a range of IPs) is provided for an individual Broadband service, and the IPs aren't utilised, then Digital Wholesale Solutions reserves the right to take back the IP address range and provide a smaller IP range that meets the used level of IPs for that Broadband service.

For example: a Broadband service is provisioned with a /29 IP Address range (8 IP addresses, with 6 useable IPs) and the customer is only using 2 IPs. Digital Wholesale Solutions would replace this range (with notice to the Partner and consideration of the customer's requirements) with a different /30 IP Address range (4 IP Addresses, with 2 useable IPs).