

Acceptable Use Policy

Interpretation

This policy document should be read in conjunction with the Convergence Group Standard Terms and Conditions, as amended from time-to-time.

All terms, context and interpretations are as defined within Convergence Group Standard Terms and Conditions.

Acceptable Use Policy

Convergence provides a range of connectivity services including wide area network and local area network services, voice services, private data networks, data centre connectivity, Internet, media & broadcast, along with support services related to the above services (the "Services").

This document defines the acceptable use of the Services by the user of the Services (the "Customer").

The Customer is solely responsible for the content it distributes or otherwise makes available using the Services. The Customer is liable for all use of all accounts in its name, irrespective of whether such use is without its knowledge and/or consent.

The Customer is prohibited from carrying out, or allowing to be carried out, any of the following activities:

Using the Services in a way that:

(i) violates any law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);

(ii) may be deemed abusive, offensive, anti-social, racist, distressing, harmful or threatening or encourages or promotes illegal or socially unacceptable or irresponsible behaviour;

(iii) has any fraudulent purpose or effect or that conceals the identity of the Customer or impersonates any individual or organization;

(iv) threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorisation);

(v) attempts to use the Services in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;

(vi) otherwise degrades or interferes with other users' use of the Services;

(vii) constitutes unsolicited bulk mail or "spam";

(viii) violates generally accepted standards of telecommunications networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.



Convergence may suspend and/or terminate the Services at any time for any failure of the Customer, its representatives or its users to comply with this policy or for allowing others to do the same.

Convergence may deny all network access where it suspects any unlawful activity connected to the Customer's use of the Services. Convergence may also implement technical mechanisms to prevent the same.

Convergence may charge the Customer to cover administrative costs associated with the Customer having used the Services contrary to this policy, including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them the Services.

Nothing in this policy limits Convergence's rights and remedies (available at law or in equity).

The Customer and its users are responsible for protecting their password and for any authorised or unauthorised use made of their passwords.

Convergence reserves the right to change this policy from time to time. The Customer's continued use of the Services shall be deemed acceptance of such modifications.