

Acceptable and Fair Use Policy

Definitions

Acuity Communications – refers to Acuity Communications Limited (ABN: 27 644 749 459) and any other subsidiary companies of Acuity Communications

Customers – all customers of Acuity Communications and Wideband Networks including residential, small business, corporate, and enterprise.

Grandfathered Plans – this refers to any plan currently not offered by Acuity Communications but that is still available to those customers that were on it at the time of new plans being released

Services – applies to all services that we supply including internet, fixed phone, mobile phone, VoIP, WIFI & Hotspot Services and mobile data services

Spam – unsolicited electronic messages with an “Australian Link”, as per the [Spam Act 2003](#)

You – the account holder and anyone the account holder has authorised to access the internet via their account

Policy

Respecting others

Everyone should be able to use the internet freely and safely. You must not use Acuity services to:

- promote or threaten violence towards anyone
- abuse or harass anyone, for example by making offensive, misleading, or menacing comments (this includes to our staff)
- encourage hate, for example by making racist, sexist, or discriminatory comments
- create a risk to the health or safety of any person

Respecting the law

You must not use your services for anything illegal or unlawful. This includes, but is not limited to:

- providing us with false account information (name, date of birth, etc.)
- hacking or gaining improper access to someone else’s information
- controlling another person’s systems or networks, without that person’s consent

- send or assist in the sending of Spam, or otherwise breach the Spam Act 2003
- transmission or storage of data that infringes Australian laws, including pornography, viruses, etc.
- infringing copyright laws

Respecting Acuity Communications and the nbn

You must not use your service for anything that would adversely affect Acuity Communications network or reputation. This includes, but is not limited to:

- resupplying our services or products to others without our consent
- use our brand or website to promote your own business or product without our consent
- using services for other than their intended purpose (both residential and business), such as trying to bypass your service limitations
- using your service in a way that interferes with or poses a risk to our network or other customers' services
- using your service in a way that breaches our wholesale agreement with the nbn, in its [Fair Use Policy](#)

Respecting your data limits (if you have them)

If you have a data-limited plan and you exceed your data use:

- you will be shaped to 1Mbps downstream and 1Mbps upstream, with no additional data charges,
- Once your service is shaped, access is provided for limited use. Examples of limited use are web pages and email.
- For Unlimited Data plans, we reserve the right to shape your plan if excess data usage is detected above 15TB per month.

What happens if you breach the policy?

If we think you have breached this policy, we can act. This includes:

- looking into the breach (which may or may not involve contacting you)
- issuing a formal warning
- restricting your access, with or without notice
- suspending or ending your service, with or without notice

If we think you have breached the law, we will report you to the police and give them your personal information in accordance with our [Privacy Policy](#)

Reporting breaches

If you suspect you may have inadvertently breached this policy, or you wish to report someone else breaching this policy, please contact us as soon as practicable

Related documents

[Privacy Policy](#) on the website

Changes

This policy will be made available on Acuity Communications website. It may change from time to time. If there are substantial changes, we will notify you directly
