

# ACCEPTABLE USE POLICY (NZ)



This Acceptable Use Policy (“AUP”) applies to MyRepublic’s services and forms part of Our Terms. This AUP may be amended by us from time to time and any such modification or amendment will be posted on our Website and become automatically effective as from the date of posting. It is your responsibility to be aware of such changes, which will take effect when posted on our Website. All references to “we”, “us” and “our” are to MyRepublic.

## Background and Overview

As a Carriage Service Provider, we are subject to regulatory requirements and codes and standards. At MyRepublic we recognise and appreciate the importance of these requirements, and strive to maintain a high standard of ethical and professional conduct.

Our AUP is intended to:

- a. provide information to our customers on their legal obligations and liabilities in making use of MyRepublic services;
- b. provide information to our customers on the legal obligations of MyRepublic as a Carriage Service Provider, to ensure that our customers adhere to their legal obligations;
- c. explain the remedial measures that may be taken by us against any defaulting customers;
- d. provide a description of practices by our customers which are considered abusive and therefore are prohibited; and
- e. explain the limits of liability of MyRepublic.

## Your Acceptable Use of our Services

Please respect the laws and rights of others. You must, at all times, make sure that the way you use the MyRepublic service does not break the law or the rights of any other person, including any MyRepublic content partner.

When using MyRepublic services or accessing our Website, you must not:

- use our services to inconvenience other users of any telecommunications network including the Internet, or for unlawful or illegal purposes;
- ensure that your Internet connection isn’t used to abuse other people using the Internet or to purposefully receive or distribute unsuitable material, like copyrighted music and films without permission, spam or viruses, or to excessively use our network in busy times in a way which has a detrimental impact on other users of our services;
- commit or encourage a criminal offence;
- deliberately receive, use, own, post, transmit or publish communication that is offensive, abusive, defamatory, obscene, menacing or illegal;
- do anything which is contrary to the acceptable use policies or standards of any connected network;
- insert or knowingly or recklessly transmit or distribute a virus;
- seek unauthorised entry into the MyRepublic back office or operations platform;
- hack into any aspect of the MyRepublic service;
- corrupt data;
- circumvent, or attempt to seek to circumvent, any of the security safeguards of MyRepublic or any of its third party content providers;
- cause annoyance, nuisance, or break the rights of, any other person;
- break, or try to break, the security of anyone else’s equipment, hardware or software;
- use any of our services for resale, resupply, wholesale, commercial or business purposes;
- resell or transfer the services or equipment provided to you by MyRepublic;
- use your MyRepublic connection to harm

the service of another Internet user or impersonate another user, whether on our network or external to our network;

- send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;
- use the MyRepublic service in a way that (i) risks degradation of service levels to other customers, (ii) puts our system at risk, and/or (iii) is not in keeping with that reasonably expected of a customer in the circumstances;
- hold MyRepublic or any of its third party content providers or contractors liable in relation to the accuracy, reliability, availability and performance of resources accessed through the Internet which, you acknowledge, are beyond their control and are not in any way warranted or supported by MyRepublic or its third party content providers or contractors;
- use the MyRepublic service in any way which, in MyRepublic's opinion, is, or is likely to be, detrimental to the provision of the service to any other MyRepublic customer (which includes, but is not limited to, running any application or program that places excessive bandwidth demands on the service for continued periods);
- directly or indirectly act or omit to act in any way which may infringe, damage or endanger any intellectual property rights of ours or any third party;
- perform any activity which does not comply with applicable laws in Australia, including the Telecommunications Act, the Spam Act, the Privacy Act and the Do Not Call Register Act, or which may cause MyRepublic to be in breach of any applicable law, regulation, code or standard; or
- permit any third party to do any of the above.

with all parts of this AUP, and we may terminate your services and account if you fail to comply with any of these rules.

If we believe that you are using our services in any of the ways prohibited by this AUP, we are entitled to reduce, suspend, restrict certain types of traffic on your MyRepublic service, and/or terminate any or all of your MyRepublic services without giving you notice.

Notwithstanding our right to immediately reduce, suspend, limit the speed and/or terminate your MyRepublic services and/or restrict certain types of traffic on your service, if you abuse the MyRepublic services and/or breach this AUP, you may receive a formal warning from us specifying the unacceptable conduct and notifying you that repeated breaches may result in your service being temporarily or permanently withdrawn from you.

## **Consequences to Defaulting Users of Unacceptable Use**

By using our services, you agree to comply