

AIRNET
ACCEPTABLE USE POLICY – JULY 2010

1. ACCEPTABLE USE POLICY

- 1.1 The Acceptable Use Policy ("AUP") set out in this document applies to anyone who uses any of our Services;
- 1.2 By using Airnet's Services, you agree to comply with the AUP and to other policies which apply to particular Services.
- 1.3 In this document:
 - (a) "Agreement" means any written agreement between Airnet and you for the provision of Services and/or Equipment.
 - (b) "Airnet", "our", "us" or "we" means Airnet NZ Limited;
 - (c) "Airnet Network" means the network of communication facilities owned by Airnet which Airnet uses to provide Services for you and other customers of Airnet;
 - (d) "Equipment" means all equipment and software provided to you by Airnet in order to provide the Services;
 - (e) "Services" means the internet services and telecommunications services as specified in any Agreement between Airnet and yourself;
 - (f) "Spam" has the meaning set out in clause 3.5.

2. CHANGING THE AUP

- 2.1 We may change the AUP at any time. We will notify you of changes to the AUP by posting an updated version on our website. Any changes apply from the date on which they are first posted on our website.
- 2.2 It is your responsibility to check the AUP regularly for any modifications or updates. Your continued use of the Services after any changes have been posted on our website indicates your acceptance of those changes.

3. USE OF SERVICES

- 3.1 You must not use our Services in ways that constitutes criminal or civil breaches of any statute, regulations, government requirements or any other law (including general or common law) of any country. Those breaches include, without limitation, breach of intellectual property rights (such as copyright, trademarks, patents, trade secrets and confidential information); defamation; breach of obscenity laws; breach of laws as to objectionable publications (such as pornography and hateful materials); fraud; theft; misappropriation of money, credit card details or personal information; and breaches of privacy obligations.
- 3.2 You must not use our Services to breach, or attempt to breach, the security and operation of any network, equipment, or any other system used by Airnet or any other third party. This includes, without limitation, hacking, cracking into, monitoring or using systems without authority; scanning ports (including scanning for open relays), improper configuration of mail servers and FTP servers enabling disruption of Spam and unlicensed material by others; interference of service to any user or network (or activities that might encourage such interference by others) including mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; denial of service attacks or activities which might encourage denial of service attacks by others; unnecessarily excessive traffic (including excessive pings); distributing viruses, Spam or other harmful material or software; any communications across the Services which do not accurately identify (or disclose in a manner that is misleading) addresses, headers, names and other relevant details; and using the Airnet Network in any way as a staging ground for any of those breaches or to disable or "crack" other systems.
- 3.3 You shall install and regularly run up-to-date anti-virus software to protect against viruses and ensure that you keep anti-virus software "current" by updating the software from the manufacturer's website(s) or however they direct you to update their product. You acknowledge that Airnet has implemented a filter which scans for email attachment viruses in real time as they pass through our mail servers. There is no extra charge for this service. To opt out of this service please contact Airnet support. Viruses and the message associated with them are destroyed on detection. We do not guarantee that we will be able to stop all known email viruses.
- 3.4 Airnet prohibits the distribution of Spam and other unethical marketing activities through your use of the Services provided by Airnet. Specific examples of prohibited activity include (but are not limited to) the following:
 - (a) Using or causing to be used Airnet's Services or systems to facilitate the transmission of unsolicited or unauthorised material. This includes any promotional materials, URLs, "junk mail", "chain letters", "pyramid schemes", or any other form of unauthorised solicitation that you may upload, post, email, transmit, or otherwise make available;
 - (b) Manipulating or forging identifiers, such as email headers or domain names, to disguise the origin of any content transmitted to or through Airnet's Services or systems;
 - (c) Relaying mail through a third party's mail servers without the permission of that third party, or using similar techniques to hide or obscure the source of the email;
 - (d) Harvesting or collecting email addresses from websites for purposes of sending unsolicited or unauthorised material;
 - (e) Uploading, posting, emailing, or transmitting the same message, URL, or post multiple times.
- 3.5 Spam is email sent in bulk without regard to the recipient's wishes and includes (but is not limited to) the following activity:
 - (a) Unsolicited bulk email messages sent to many recipients for commercial or political gain (advertising) or for harassment;
 - (b) Chain letter emails, multilevel marketing or pyramid schemes that involve money or valuable items and promise unrealistic returns. By starting or forwarding one you could be breaking the law;
 - (c) Hoax warnings;
 - (d) Email messages that appear to be sent from one person or organisation but are actually from another;
 - (e) News Group Spam:
 - i. Excessive multi-posting: an identical article posted to many groups;
 - ii. Excessive cross-posting: articles cross-posted to many news groups;
 - iii. Off-topic postings: articles with inappropriate content for the news group to which they are posted. Many news groups have Frequently Asked Questions (FAQs) to help define what is on or off-topic;
 - iv. Binaries: articles containing encoded binary files, for example, images, programs, video, or music samples. Binaries are inappropriate even if they are on-topic except for news groups that specifically allow them;
 - v. Commercial postings: articles advertising a product or service, whether or not they are considered on-topic. The rules on commercial postings vary between news groups; please check the FAQs of the particular news group for information as to whether it allows commercial postings.
- 3.6 Airnet reserves the right, in its sole discretion, to identify material transmitted over the Airnet Network as Spam.
- 3.7 Airnet reserves the right to take all legal and technical steps available to prevent Spam or any other unauthorised email from entering, utilising or remaining within the Services or the Airnet Network. Legitimate solicited bulk email must not be relayed through Airnet's mail server (you must use your own SMTP server to do this).
- 3.8 You agree to comply with the Unsolicited Electronic Messages Act 2007 when using the Services.