

## **Tuckersmith Communications Co-operative Limited Internet Acceptable and Fair Use Policy**

In consideration of the availability, and your use, of a TCC Site or any of the Services, you agree to comply with all applicable laws and these Terms and Conditions when using such TCC Site or Service. You acknowledge that TCC may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard. Additionally, you agree not to:

- post, transmit, link to, or otherwise distribute any materials, information or content constituting, advocating or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use a TCC Site or any of the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying a TCC Site, any of the Services, or the Internet;
- defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
- post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;
- post, transmit, link to, or otherwise distribute any information, materials or content (including for greater certainty, software) which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component

### **RESPONSIBILITY FOR MINORS**

In cases where you have authorized a minor to use a TCC Site or any of the Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of a TCC Site or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of a TCC Site may contain material that is inappropriate for minors.

### **FAIR USE**

Flat rate or unlimited use plans and services offered are subject to customer using the service under an ordinary range of use and in a way that does not consume excessive network capacity and/or adversely affect TCC's ability to provide services to other users. By way of example and not limitation, the following are considered by TCC to be outside of an ordinary range of use thereby consuming excessive network capacity:

- Prolonged continuous use of high bandwidth applications such as multi-media streaming, voice over Internet protocol or LBS (location based services) or any other similar applications
- Operation (i.e. hosting) of servers for services such as email, web, news, chat or other similar services
- Resale, transfer or distribution of the unlimited use service for commercial purposes
- Sharing the unlimited use service with an unauthorized party
- Engaging in or allowing any alteration, copying, reproduction of or tampering with electronic serial numbers or other identification, signaling or transmission functions or components of the device used with the service

TCC may immediately suspend, restrict, alter or terminate all or part of any service provided to a customer or take other necessary protective measures, if it determines that a customer is contravening this policy, as determined by TCC, acting reasonably.