

Fair Usage Policy

You understand that you are responsible for all electronic communications and content sent by you and that you will be responsible for all activities that take place as a result of access to the Services via your Account (whether authorised by you or not). All capitalized terms herein (unless otherwise defined) shall have whatever meaning is ascribed to them in the general terms and conditions.

You must not use the Site, Services, Equipment, Network or any Content:

- for unlawful or fraudulent purposes, or in connection with a criminal offence or other unlawful activity
- to send, receive, upload, download, use or reuse any material that is illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, or otherwise objectionable
- to harass, stalk, inconvenience, cause annoyance or needless anxiety to any person, impersonate any other person or act in a way which may reasonably be objectionable or is otherwise injurious to third parties
- In any way or manner which does not comply with any relevant legislation or licence or with any instructions
- in any way that breaches copyright, trademark, confidence, privacy or infringes the Intellectual Property Rights of others
- other than for your own private and personal use and not for any commercial purposes or to send commercial advertising or promotional material
- in any way that causes, or is likely to cause, the Services or access to the Services to be interrupted, damaged or impaired in any way
- in any way that infringes other customers' use and enjoyment of the Services
- to initiate the sending of unsolicited advertising or promotional material including without limitation junk-mail for commercial or non-commercial reasons
- to send anything which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any Spam; or
- other than in accordance with the acceptable use policies of any connected networks or relevant third party service providers, or any other conditions notified to you prior to your use of the Services.
- in any way that we in our reasonable discretion consider objectionable, inappropriate, likely to injure the eir brand and reputation, or otherwise unacceptable (including the use of internet services for bit torrenting or peer-to-peer file sharing services)
- You are also expressly advised that eir may restrict WAP or internet access to any URL or Content that is illegal or eir reasonably believes is contrary to this FUP or, where relevant, to the ICIA Code of Practice

In addition, you shall:

- not use multiple log-ins for disruptive purposes or in a manner calculated to annoy others
- not forward, send, transmit or transfer any part of any Content to another person
- not re-sell, copy or incorporate into any other work part or all of the material available on the Services in any form save that you may print or download extracts of the material for your personal use only
- not store, modify, transmit, distribute, broadcast or publish any part of the Content in a way that breaches the provisions of this section
- not use port-scanning software on any Content or Services
- comply fully with any additional conditions displayed relating to particular Content or Services which may apply and comply with all other instructions issued by us from time to time regarding use of the Services and the Content; or

- not use any automated means, including without limitation, agents, robots, spiders, or scripts to access, monitor or copy any part of the Site except where this is expressly approved of by eir in advance in writing.
- not without our written consent, save as permitted by law, and shall not permit any other person to: (a) copy, modify, disassemble, reverse engineer, decompile or in any other way interfere with any software provided as part of the Services; or (b) create any new software partly or wholly based on the software; or (c) transfer, assign or sub-license your right to use the software or attempt to do so.

eir reserves the right to modify the above at any time.

Please note that if eir is approached with complaints relating to any of the above violations eir will cooperate and assist the police, law enforcement and regulatory bodies with their investigations in order to bring such misuse and violations to an end.

You will indemnify and hold eir harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach by you of these terms and provisions.