

Aptus Broadband Fair Usage Policy

When Subscribers use the Service for Internet access, they may not:

- 1.1 resell or provide access to the Service or to any other Aptus Ltd service to any third parties or parties not located on the same premises, without the prior express written consent of Aptus Ltd. Breach of this provision may result in immediate suspension of the Service until the problem is corrected;
- 1.2 restrict or inhibit any other user from using the Internet;
- 1.3 post or transmit any unlawful, threatening, abusive, libellous, defamatory, vulgar, obscene, indecent, pornographic, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting, or encouraging conduct that would constitute, a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation export and import control laws and regulations;
- 1.4 post or transmit any information or software that contains a Trojan, worm, virus or other harmful component;
- 1.5 post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Services for commercial purposes;
- 1.6 upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other materials, or other proprietary right, or derivative works without obtaining permission of the copyright owner or right holder;
- 1.7 upload, post, publish, reproduce, transmit or distribute in any way any component of the Services or derivative works, as are copyrighted as a collective work under European, Irish or International copyright laws;
- 1.8 remove or alter copyright management information including, without limitation, name or identification information of the author or owner, copyright note or terms & conditions for use of a work;
- 1.9 avoid, bypass, remove, deactivate or circumvent by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner;
- 1.10 send unsolicited e-mail that causes complaints from the recipients of the unsolicited e-mail;
- 1.11 send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mail bombing");
- 1.12 make any unauthorized attempt to gain access to any account or computer resource not belonging to that user (also known as 'spoofing');
- 1.13 obtain or attempt to obtain Services by any means or device with intent to avoid payment;
- 1.14 make any unauthorized access, alteration, destruction, or any attempt, of any information of any Aptus Ltd's customers or end-users by any means or device;
- 1.15 knowingly engage in any activities that will cause a denial of Services (DoS) (e.g., synchronized number sequence attacks) to any Aptus Ltd customers or end-users, or any other person;
- 1.16 use Aptus Ltd's products and services to interfere with the use of Aptus Ltd's network by other customers or authorized users or any other person;
- 1.17 violate the law or aid another in any unlawful act;
- 1.18 run programs or servers that provide network services to others through the Services ("web hosting"), which includes, but is not limited to, operating a web/mail/ftp server to serve external connections, unless that right has been incorporated Into this Agreement;
- 1.19 use the Services in such away as to impair or degrade the operation or performance of the Services and/or Aptus Ltd's network, including but not limited to abusive or excessive use.
2. Except for information, products or services clearly identified as being supplied by Aptus Ltd, Aptus Ltd does not operate or control any information, products or services on the Internet.
 - 2.1 The Internet contains unedited materials that Subscribers may find offensive or objectionable. Subscribers access such materials at their own risk. Aptus Ltd has no control over and accepts no responsibility for these materials. Subscribers may wish to utilize software designed to limit access to certain material on the Internet.
 - 2.2 All content, including but not limited to trademarks and taglines identifying Aptus Ltd or its affiliates, graphics, images, content, button icons, and service names are solely Aptus Ltd's property, that of its operating companies or others.