

# AirLink™ Acceptable Use Policy (AUP) including fair usage

## Acceptable Use Policy (AUP)

Gateway Communications Group ("Gateway") has designed its Acceptable Use Policy ("AUP") to enhance the use of our wireless Internet access and related services (the "Service") by our customers ("you") by setting standards for acceptable use and preventing unacceptable use. This AUP forms part of the agreement between Gateway and you; terms used in this AUP are used as defined in Gateway's Terms and Conditions. All users of the Service must comply with this AUP.

**Definition:** "the Service" means the provision by Gateway of two-way data communication services by wireless radio frequency on the Internet Protocol via a shared Internet Access platform whereby such Internet Access is contended or shared at specific ratios, the ratios which will be disclosed by Gateway to the customer on request, and such other additional services as Gateway may at its option choose to make available from time to time by means of the system, and the delivery and use of the subscriber apparatus to the customer.

For the benefit of all of Gateway's customers, Gateway prohibits the following activities:

### Improper Use of the Service.

You may not use the Service in a manner prohibited by any law or regulation. Without limiting the foregoing, you may not use the Service for any abusive purpose, in any way that damages or sabotages Gateway's property, or in any way that interferes with or disrupts our network or adversely affects other Gateway customers. You may not attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with any server or a user's session, by any means, locally or via the Internet. You may not forge or misrepresent any message header, in part or whole, of any electronic transmission, originating or passing through the Gateway network.

### Excess Utilization of Network Resources.

The excessive use or abuse of Gateway's network resources by one customer may have a negative impact on all other customers. Accordingly, you may not use the Service or take any action that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Gateway's sole discretion. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, UseNet hosting, or continuous FTP uploading or downloading. In the event that Gateway detects excessive use by you, Gateway may restrict your access to Gateway's network, increase the fees associated with your Service, including upgrading you to a higher Service plan class, or terminate your Service.

### Copyright Infringement.

You may not use the Service to transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

### Objectionable Material.

You may not use the Service to post, transmit, or disseminate objectionable material that is unlawful, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any law, order, or regulation.

### Child Pornography.

You may not possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving children.

**Junk E-mail.**

You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, promotional materials, "junk mail", unsolicited bulk e-mail and unsolicited commercial e-mail ("Spam"). Gateway considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information.

**Fraudulent Activity.**

You may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", and "chain letters."

**False Impersonation.**

You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity.

**Software Viruses.**

You may not use the Service to transmit any material that contains viruses, worms, Trojan Horses, or other code that manifests contaminating or destructive properties.

**Collecting Information.**

You may not use the Service to collect, or attempt to collect, personal information about third parties without their knowledge and consent.

**Newsgroups.**

You should use your best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. You must abide by such guidelines. You may not post or list articles which are off-topic according to the description of the group or send unsolicited mass e-mailings to ten or more people if such e-mail could reasonably be expected to provoke complaints from its recipients. Gateway may cancel any postings that violate this AUP as determined by Gateway in its sole discretion.

**Use of Your Account by Others.**

You may not, through action or inaction, allow others to use the Service for illegal or improper activities. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner.

**Reselling.**

You may not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service without Gateway's prior written consent.

**Violations and Enforcement**

At Gateway's sole discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of service if the customer does not cease the violation. If Gateway deems it necessary or prudent, it may immediately suspend or terminate service with or without notice if Gateway determines that a violation of the AUP has occurred. Gateway will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Repeated offenses will result in immediate termination of service. In the event of violation of this AUP Gateway reserves the right to forward identification and contact details to the relevant Regulatory agency to facilitate prosecution of such offender(s). Gateway is not liable for any damages of any nature suffered by any customer, user, or any third party resulting in whole or in part from Gateway exercising its rights under this AUP. Gateway has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the Gateway network but may do so at its discretion. Therefore, Gateway does not assume liability for any party's violation of the AUP or failure to terminate a customer's violation. Gateway reserves the right to charge time and materials to resolve customer issues that are not resolved by the customer in a timely manner. Anyone reporting an AUP violation should please provide information on; the IP address used to commit the alleged violation, the date and time of the alleged violation, including the time zone or offset from GMT and evidence of the alleged violation. Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Gateway reserves the right to modify this AUP at any time without prior notification to customers.

Please contact us to report a net abuse on [abuse@gatewaycomms.com](mailto:abuse@gatewaycomms.com)