

imagine!

BROADBAND
ACCEPTABLE USE POLICY

Acceptable Use Policy

Important Notice

This Acceptable Use Policy ("AUP") sets out how the Service(s) (which include any voice or broadband services that you have ordered or use) provided by imagine may be used and any restrictions on the use of the Service(s). imagine may revise this Acceptable Use Policy ("AUP") from time to time and the latest version of this document will always be on the imagine web site at www.imagine.ie. Accordingly, you should consult this document regularly to ensure that your activities conform to the most recent version. Questions regarding this AUP and complaints of violations of this AUP can be directed to support@imagine.ie. This AUP forms an integral part of the Terms and Conditions of the Service(s).

1. Prohibited Activities

General

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet both in the information they acquire and in the information, they disseminate to others.

When you obtain information through the Internet, you must keep in mind that imagine cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that customers acquire. For this reason, you must exercise your best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet can be sexually explicit or otherwise offensive. Because imagine cannot monitor or censor the Internet, and will not attempt to do so, imagine cannot accept any responsibility for injury to you that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When you disseminate information through the Internet, you also must keep in mind that imagine does not review, edit, censor, or take responsibility for any information you create. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information you create is carried over imagine's network and may reach a large number of people, including both customers and non-customers of imagine, your postings to the Internet may affect other customers and may harm imagine's goodwill, business reputation, and operations. For these reasons, you violate imagine policy and the service agreement if you, your customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming

Sending unsolicited bulk or commercial messages over the Internet is prohibited. It is not only harmful because of its negative impact on customers' attitudes toward imagine, but also imagine specifically requires that, unless expressly approved by imagine in writing

- customers will not use the Service to send the same or substantially similar unsolicited message to 10 or more recipients or 10 or more usenet or similar groups in a single week;
- customers will not use any Internet services not provided by imagine to send more than 10 unsolicited messages to individuals or newsgroups in one week to advertise a web site, email address or other service provided to you by imagine;
- customers will not maintain an open SMTP relay.

Intellectual Property Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by

individuals, corporations, or other entities is prohibited. Engaging in activity that violates privacy, publicity, or other personal rights of others is also prohibited. For the avoidance of doubt, you should assume that all material which is published on the Internet is not available to copy unless otherwise explicitly stated by the copyright owner. In the event of a dispute as to whether materials posted, transmitted, re-transmitted or stored by a customer are in contravention of this section, the decision of imagine shall be final.

Obscene Speech or Materials

Using imagine's network to transmit, store, or otherwise make available child pornography or obscene speech or material is prohibited. imagine is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through imagine's network.

Defamatory or Abusive Language

Using imagine's network as a means to transmit or post defamatory, harassing, abusive, or threatening language is prohibited.

Forging of Headers

You may not forge any part of the header of any electronic transmission originating within or passing through the imagine network.

Illegal or Unauthorised Access to Other Computers, Accounts or Networks

Accessing illegally or without authorisation computers, accounts, or networks belonging to another party or attempting to penetrate security measures of another individual's system (often known as "hacking or cracking") is prohibited. Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity) is prohibited.

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks is prohibited. Also, prohibited are activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment as well as facilitating a violation of this AUP, advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP.

Other Illegal Activities

Engaging in activities that are determined to be illegal, including advertising or making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities

Engaging in activities, whether lawful or unlawful, that imagine determines to be harmful to its customers, operations, reputation, goodwill, or customer relations.

2. Access Services

This section applies to any Internet Access Service provided by imagine.

Who may use the Service

You (and members of your household in the case of a Domestic Access account) are the only Authorised Users of the Service(s). You must not permit anyone else to use your Account and you may not disclose any security information such as your password to anyone. You are solely responsible for ensuring the confidentiality of all such security information. You are liable for all charges incurred

with the use of your account. However, you will not be held liable if you advise imagine within 4 hours of discovering unauthorised use of your account, provided said use is not due to the failure of an authorised user to exercise reasonable care over the confidentiality of security information.

Transfer or assignment of Accounts

imagine access accounts cannot be transferred or used by anyone other than you or authorised system users. Customers may not sell, lease, rent or assign an Internet connection or parts of the connection to any party without the express, prior written approval of imagine.

Multiple Use

At no time may you use the same account to access the service multiple times.

Fair Usage Policy – Broadband

The fair usage limit for data usage on the Broadband Service in any one month is 1TB. This limit is not to be exceeded. If you exceed the fair usage limit, we will notify you by phone, text or email to advise you that you have exceeded the fair usage limit and request that you modify your usage behaviour. If you subsequently exceed the fair usage limit Imagine reserves the right to suspend or terminate your Service(s).

Excessive Use

The Network is designed to deliver a rich, superfast, low latency broadband experience to both home and small business Customers. It is both our intention and priority to ensure that all Customers on our network receive a fair and consistent uninterrupted experience whilst accessing the internet. We encourage the use of the service for all everyday activities such as gaming, streaming, catch-up, video chat, multi-screen and multi-device browsing and many other internet related activities.

We also recognise that there are a limited number of customers that will attempt to disproportionately use the service which in turn may have an adverse effect on the majority of Customers. To ensure that all Customers on our network receive a fair and consistent uninterrupted experience whilst accessing the internet, imagine reserves the right to apply restrictions on any Customer whose behaviour is deemed to be affecting the overall user experience of other Customers on the network. Such behaviour includes, but is not limited to, instances of running excessive concurrent internet sessions or regularly accessing excessive bandwidth intensive Peer-to-Peer applications, video streams, website hosting and large file downloads. Customer's whom we deem to disproportionately use the service will be deprioritised which may reduce the download speed achievable at peak times. This reduced priority does not limit the usage of the service or restrict the amount of data that can be consumed over time but is necessary to ensure fair and balanced access to network resources amongst all Customers and to ensure that excessive use of the service by certain Customers does not disproportionately impact the service available to others. If we notice continual, disproportionate or abnormal download or upload usage patterns we reserve the right to terminate the provision of your Service(s).

Fair Usage Policy – Call Packs

A fair use policy applies to all call packs and these are intended for normal use. If you make excessive use of your call packs your service may be restricted, or you may be asked to subscribe to an alternative service package. imagine, in its sole discretion, will define what constitutes excessive use of the service from time to time. imagine may at its absolute discretion withdraw any call packs from any Customer whose use of the service, in the sole opinion of imagine, either risks degradation of service levels to other customers, puts imagine's Network at risk or where the usage of the Services is inconsistent with normal residential usage.

3. Customer Privacy

We do not sell customers data, or any of our customer's information, to outside parties. We are

dedicated to preserving the privacy of our customers.

In accordance with the applicable data protection legislation, any of your personal information or data obtained by imagine through an application for or the use of the Service(s) may be accessed and used by imagine or its Affiliates for the purposes to provide to you and manage for you the Service(s), for legitimate business purposes or to comply with a legal or regulatory obligation in accordance with your Agreement with us and as set out in the Privacy Policy. Further information on how imagine obtains, holds and uses such Customer information or data is available online in our Privacy Policy at www.imagine/privacypolicy.ie which forms part of this Agreement.

Imagine will not disclose customers personal and account information unless we have reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Imagine, our customers, or others or where we have a good faith belief that the law requires such disclosure.

Imagine routinely collects information such as traffic patterns, aggregate data regarding general usage patterns and other network information. This anonymised information may be shared with vendors and other reputable third parties. The information shared never contains any identifiable personal information of Imagine customers. For example, we might share statistics on how many customers accessed a specific web site, how that traffic was routed within our network and what level of traffic was involved but we will not specifically disclose who accessed the site. In general, we gather this aggregate data in order to monitor the traffic patterns and performance of our network. Imagine do not routinely monitor the content of customer traffic and also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail or other electronic communications that we store or transmit for our customers. The circumstances under which imagine will disclose such electronic customer communications are when:

- it is necessary in order to provide service to the customer;
- it is necessary to protect our legitimate interests and those of our customers;
- it is required to cooperate with interception orders, warrants, or other legal process that we determine to be valid and enforceable;
- it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by us and appear to pertain to the commission of a crime;

Imagine disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through our facilities by customers or others. imagine will, however, review, delete or block access to communications that may harm imagine, our customers or third parties. The grounds on which we may take such action include, but are not limited to, actual or potential violations of imagine's Acceptable Use Policy.

4. Compliance with this Acceptable Use Policy

By using the Service, you agree to adhere to the terms of this Acceptable Use Policy. imagine retains the right, but is not obliged, to strictly enforce this policy through any means imagine sees fit including through active investigation, litigation and prosecution. imagine may also access and disclose any information (including transactional information) related to your access and use of the Service(s) for any lawful reason, including but not limited to compliance with legal or statutory obligations in line with our Privacy Policy. If imagine determines in its sole discretion that your conduct violates the terms of this Acceptable Use Policy, imagine may, without incurring liability to anyone, suspend, restrict, terminate, or take any other appropriate action with regard to your Service(s) without any obligation to refund fees paid and imagine reserves the right to take such actions without notice to you.