

Evolution Networks Limited Fair Use Policy

This Fair Use Policy (“Policy”) applies to all Evolution customers, as well as individuals (“End Users”) who use the relevant Evolution services (“Services”). The terms ‘you’ and ‘your’ in this Policy refer to Customers and/or End Users as appropriate.

Your use of the Services is subject to this Policy. Evolution may take action in the manner described below where we become aware that you have breached this Policy by engaging in Improper Use or Excessive Use of Services (as those terms are defined below).

The definitions of Improper and Excessive Use below are guidelines only, and are not intended to be a definitive list of the circumstances in which Evolution may deem your use of the Services to be Improper or Excessive Use.

Definition of Improper Use

For the purpose of this Policy:

“Improper Use” means any use of the Services which is illegal, infringes anyone’s rights (including intellectual property rights), is malicious, obscene, and offensive or otherwise causes detriment to Evolution and/or our other customers, or any other person or entity.

Improper Use of internet services

Specific activities that will be deemed Improper Use of Evolution internet services include (without limitation):

- illegal downloading, including but not limited to in breach of the Copyright Act 1994;
- sending unsolicited electronic messages (spam) including but not limited to in breach of the Unsolicited Electronic Messages Act 2007, offensive or objectionable messages or publications, threats, unsolicited bulk email chain letters, pyramid schemes or hoaxes;
- knowingly transmitting or distributing any spam, worms or viruses, or otherwise using Services in a way which is intended to or may damage or compromise the security of our network or anyone else’s network; or
- making any kind of deliberate attempt to overload the network or anyone else’s network, including mail bombing, excessive pings or otherwise causing excessive internet traffic.

Definition of Excessive Use

“Excessive Use” means, in relation to unlimited internet plans, use of Services which significantly exceeds normal customer usage patterns.

Excessive Use of internet services

Specific activities that may result in Excessive Use of unlimited internet plans include, without limitation, mail bombing, excessive downloading, pings or other means of causing excessive internet traffic.

Breach of this Policy

If we become aware that you have breached this Policy by engaging in Improper Use or Excessive Use, we may contact you and request that you refrain from engaging in further Improper and or Excessive Use. Customers must promptly inform Evolution of any breach of this Policy by an End User that it is made aware of.

If you continue to engage in Improper Use or Excessive Use after we have requested you to stop doing so, we may, without notice at our discretion and or in accordance with our legal obligations, suspend, modify or restrict your use of the services, co-operate with and notify relevant authorities, terminate your account, and/or charge your account for any Excessive Use.

Traffic Management Policy

Evolution unlimited broadband plans are managed differently than our “Don’t lose it if you don’t use it” and packaged plans. On unlimited plans there are no data caps and no excess data charges (subject to our Fair Use Policy above). This means that customers on unlimited broadband plans can download unlimited amounts of data, but it also can mean some congestion, typically between the hours of 3pm to 11pm, but sometimes at other times as well. We manage the congestion by managing the traffic for users on all unlimited plans during this time, and at other times when our system shows that there is congestion. During managed periods, priority is given to email and web browsing. All other traffic will see reduced speeds.