

ECN

electronic
communications
network

FAIR USE POLICY

- 1.1 ECN reserves the right to establish policies, rules and limitations concerning the use of any of its services. Subscribers must comply with any bandwidth capacity management measures, data usage and/or transfer protocol management measures, or other limitations, which ECN may impose from time to time. Failure to comply with these rules may result in the Subscriber's service being restricted, suspended or terminated, in ECN's reasonable discretion.
- 1.2 ECN reserves the right to manage its network, any IP Services and/or network services to optimize its efficiency for the benefit of all its Subscribers. Management will be done in the form of:
 - 1.2.1 rate limiting (speed);
 - 1.2.2 transfer protocol filtering and/or limiting (e.g. throttling bit torrents);
 - 1.2.3 rejecting or removing spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, etc. or;
 - 1.2.4 taking any other action deemed appropriate in order to help ensure the security of the network and IP Services and protect the integrity of the network experience for all Subscribers.
- 1.3 ECN will manage bandwidth usage to the best of its ability during peak periods, however, it remains a best effort service.
- 1.4 ECN reserves the right to limit the number of emails that Subscribers may send in any given period or to limit the total message volume (amount of data) sent per hour.
- 1.5 Subscribers may not:
 - 1.5.1 create or place an unusually large burden on our network, including, without limitation, continuously uploading, or downloading, or streaming video, or audio;
 - 1.5.2 perform continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send, or retrieve information; or
 - 1.5.3 use the services in an abusive manner in connection with any unlimited or uncapped packages, options or promotions.
- 1.6 Subscribers may not use the service for unattended automated operation, unless otherwise agreed. Subscribers may stay connected as long as you are actively using that connection. Subscribers further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnections.
- 1.7 Subscribers may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party, or in any other way exploit the service for any commercial purposes. For example, a Subscriber cannot provide Internet access to others through an ADSL, fibre, wireless or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed.