

Fair Use Policy and behaviour rules aerea services

This Fair Use Policy and behaviour rules apply on the use of all services ("Services") of aerea ("aerea") by persons who signed an agreement with aerea ("Customer") and all other persons ("End-user").

Introduction

Aerea implemented the Fair Use Policy to prevent that excessive or improper use of the aerea services has a negative influence on the possibilities for other Customers/End-users. Based on the Fair Use Policy aerea may intervene when a Customer violates the aerea behavior rules.

Article 1. Use

The services have been intended for personal (retail) use by the Customer and End-users, and may therefore not be used as (wholesale) service for third party services. Aerea has no data limit for the quantity that the customer can download. To prevent excessive use aerea preserves the right to intervene when a Customer structurally and significantly uses more data than the average use of other Customers of the service concerned. It is, however, permitted to download a lot of data from time to time a longer period, as long as the average data is not significant higher than that of other Customers. If, to commonly accepted criteria, a customer excessively uses the Service, aerea preserves the right, after having sent a warning, to block the Service.

Article 2. Behavior rules aerea

Customers of aerea and End-users of aerea must refrain from unlawfully and/or inconvenient behavior regarding the use of aerea services, which includes, but not exclusively: hacking, organize and/or offer of pyramid games, distribution of porno, violence, spamming, spreading viruses and malware, violation of intellectual property rights, terrorist related activities. Additionally, Customers serve and End-users must take all measures necessary to prevent unlawfully or inconvenient by others.

This means amongst other things:

Login Data

The Customer shall store its identification data (login-names, passwords), address details and/or codes with great care and will not share these details with other parties without explicit and written authorization of aerea in advance.

E-mail

Customers and/or End-users will not send unsolicited commercial e-mail or unsolicited bulk of e-mail to any internet user by means of the aerea-account or by means of the network of aerea. Customers and/or End-users will not use e-mail, anonymous or not, for sending threatening or inconvenient messages.

Customers and/or End-users will not connect, temporary or permanently, an insufficiently protected mail server to the Network of aerea. Mail servers shall only allow incoming e-mail that is intended for its own domain, and send only outgoing e-mail sends that comes from the customers own network/IP. In short: mail servers should be the beginning or end station for e-mail is and no terminus. Aerea explicitly preserves the right to block insufficiently protected mail servers without notification in advance.

Network

Customers are not allowed to use the systems and/or network of aerea to develop unlawful or inconvenient activities.

Own server (s)

The Customer remains responsible for all activities which are carried out by means of equipment that is managed by the Customer. Even if these activities are conducted by a third party without informing the Customer.

All equipment that is connected by a connection on the internet provided by aerea, must be protected sufficiently. Aerea explicitly preserves the right to block or disconnect insufficiently protected equipment without notification in advance.

Article 4. Measures

When complaints concerning malpractice against the Fair Use Policy arise at aerea or are received from third parties, aerea grants as much collaboration as possible to the complaining party in order to be able to examine the complaint as well as possible. Aerea preserves the right to hand over Customer data (i) if ordered by a competent (judicial or governmental) agency, and/or (ii) to a third party, if to this the third party has submitted a justified request.

When a complaint proves to be justified, aerea can decide to postpone the Service to the party that performed/caused the malpractice or otherwise take measures to prevent unjustified behavior against the Fair Use Policy, until consultation has taken place between the Customer concerned and a competent employee of aerea. If this consultation does not lead to a satisfactory solution for aerea, aerea can decide to cancel the service to the Customer immediately and annul the agreement closed with the Customer at once as mentioned in the general conditions.

Article 5. Contact

Aerea Customer Complaints, accompanied by internet headers, shall be addressed to: abuse@aerea.nl. This department handles all forms of internet abuse and will also handle your e-mail. This department will not always personally communicate about your complaint.

Customers of whom the service is postponed, according to the provisions as described in article 4 of this Fair Use Policy, will have to get in touch with the helpdesk of aerea which can be reached is on 0900 9639. In case the Service is postponed aerea preserves the right to charge the reconnection costs according to the standard tariffs as mentioned in the compensation overview on www.aerea.nl. Reconnection will take place at written request of the Customer. The helpdesk of aerea will inform the Customer by e-mail the customer by e-mail when the service is being postponed.

Article 6. Modifications

Aerea has the right to modify this Fair Use Policy.

Aerea will notify the Customer of the modifications in writing (including electronic notifications messages).

If a Customer does not wish to accept a modification, as meant in this article, the Customer has the right to terminate the agreement after disclosure in writing by the date on which the modified conditions have become effective. Termination is however, only permitted if the referred to modification concerns the service such as agreed upon by the Customer and only if this modification concerns the prejudice of the Customer.