

FAIR USAGE POLICY – AIRBOX

The following Policy relates to your use of Emtel's Home Broadband Services only. It is designed to make sure we can give you Services that are fast and reliable.

You must make sure that any use of the Services, by yourself or anyone else via your account, complies with this Policy. If you or anyone else using this Service via your account breach this Policy, we may:

- a) Give you a notice to stop or moderate the unacceptable use(s); or
- b) Terminate or Suspend your Services, with or without notice as we consider appropriate under the Terms and Conditions of the Service; or
- c) Change your Transmission Speeds; or
- d) Limit your Usage ; or
- e) Report any unbecoming activities or conduct to relevant authorities.

This Policy is in addition to the Terms and Conditions of AIRBOX. Terms which are not defined in this Policy will have meaning set out in the Terms. If there's any inconsistency between the Policy and the Terms, the Policy will prevail.

1. What you must not do

You must not use the Services for:

- a) Unlawful, fraudulent, criminal or otherwise illegal activities;
- b) Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
- c) Commercial purposes, unless;
 - a. You are working from home as a sole proprietor in business on your own account; or,
 - b. You are a Business Customer and you use the Service only in the typical course of your business; and provided that in either case, any such use of the Services is always subject to paragraph j) below:
- d) Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests, chain letters, except if you are working from home as a sole proprietor in business on your own account or you are a Business Customer and in either case you are permitted to send marketing communications in accordance with the local regulations
- e) Knowingly or negligently creating, transmitting, storing, publishing or uploading any electronic material which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware, telecommunications equipment owned by us or any other Internet user or person;
- f) Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
- g) Activities that are in breach of any other third party's rights;
- h) Anything that may disrupt or interfere with our network or Services or cause a host or the network to crash;
- i) Launching "denial of service" attacks, "mailbombing" attacks, or "flooding" attacks against a host or network;

- j) Granting access to the Services to others not located at the premises at which the Services are connected, or, in any way reselling or re-providing the Services to third parties;
- k) Making excessive use of, or placing unusual burden on, the network, for example by sending or receiving large volumes of email or excessively large email attachments;
- l) Circumventing the user authentications or security process of a host or network
- m) To engage in conduct or activities that Emtel consider could adversely affect or prejudice the Emtel reputation or brand;
- n) Sending email, or causing email to be sent, to or through the Emtel network that hides or obscures the source of the email, that contains invalid or forged headers or domain names or deceptive addressing;
- o) Engage in a manner which attempts to manipulate or bypass any limitations on a Customer's Service by any means.

2. Security

- a) You are responsible for ensuring that security information remains confidential, so that the network cannot be used by any unauthorized person
- b) You shall not disclose any security information to any third party, or use the same for any purpose connected with the improper use of the network.
- c) If you share access with others, any downloads they make will be counted as your use and count towards any monthly download allowance or excessive usage

3. Excessive Network Usage

- a) There is no limit on the monthly network usage. However, if we feel that your activities are so excessive that other customers are detrimentally affected, we may or may not give you written warning (by email other otherwise). In extreme circumstances, if the levels of activity do not immediately decrease after the warning, we may terminate or limit your Services.