

Fair Use Policy

Fair Use Policy / v March 1, 2014 / UTS---Group

General:

If you, Customer, have subscribed to a Fixed Voice¹ and/or a Fixed Internet service (“Fixed service”) this Fair Use Policy applies to you and by subscribing to a Fixed service you have accepted and agreed to this Fair Use Policy.

The services provided under the Fixed service are herein after, together and each separately, also referred to as the “Services”.

This Fair Use Policy is implemented as part of the terms and conditions governing your Fixed Service agreement (the “Agreement”) with the Provider (UTS, Setel, Antelecom and/or TDS as is applicable based on the Agreement).

Fair usage may be treated and judged by the Provider on a case by case basis, depending on the (excessive) usage and the effects hereof on the services provided by the Provider.

As a Customer you shall refrain from excessive usage of the Fixed Services that may disturb and/or disrupt the use of Provider’s services by others and/or disproportionate load on the network of Provider.

In case the Provider considers your usage of the Fixed Services excessive and beyond normal and fair use, you will receive a warning in writing. In case excessive use is continued the Provider, being each of the parties that are defined in the Agreement, as being the provider for the Services that are part of the Fixed Service together and each separately, has the right to immediately terminate the Agreement and/or offer you another package or service under the terms and conditions applicable to such other package or service. Furthermore the Provider shall have the right to invoice you, Customer, for the use of the Services, or the parts thereof that is considered excessive usage against the regular tariffs applicable for the Service that is and/or has been used excessively by Customer.

As Customer you are not allowed:

- i) to sell to or share with third parties the Fixed Service, or parts thereof,
- ii) to distribute or in any other way use the Fixed Service, or parts thereof, for business purposes,
- iii) to develop commercial activities through use of the Fixed Service or parts thereof.

In the event that any of the services provided by Provider to its customers is or might get disturbed as a consequence of the Fixed Service and or anything else, you as a customer of the Provider will have the obligation to accept and follow up on instructions given by Provider. Provider will not be liable for possible financial consequences thereof.

DSL Internet

Some of our broadband customers use file sharing software and download large files like music and videos. This uses up lots of network capacity leaving less available capacity for other broadband

¹ Local fixed to local on-net fixed
Local fixed to local on-net mobile
Local fixed to local off-net fixed
Local fixed to international fixed and/or mobile

customers. In case customers are simultaneously sharing files, software and/ or are downloading large files at peak times, it could mean that the speed of the broadband service will be affected and with this the quality of the service offered.

If you don't use file sharing software or download large files from the Internet it's unlikely you'll ever be affected by this policy. If you do, we ask you to do so considerately and responsibly. Also don't forget that media streaming, including the streaming of internet radio, contributes to your use of bandwidth and may, if left permanently on, cause you to be in breach of this policy.

If you only occasionally have very high usage on your ADSL internet, the Provider's unlikely to be concerned. If your ADSL internet usage exceeds what we deem fair and reasonable for our residential customers and our residential service, the Provider will contact you to give advice and recommendations on how to reduce usage. If high usage of your ADSL internet remains happening regularly, the Provider may either have to:

- i) reduce the transmission speed of your ADSL internet broadband while keeping an eye on your usage, or
- ii) rate-limit the connection of your ADSL internet broadband, or
- iii) suspend your ADSL internet service and/or possibly close your ADSL internet account without further prior notice and/or terminate the Agreement.

Unlimited Calling

These terms are designed to make sure that the quality of your home phone service is maintained and that you make fair use of the Unlimited Calling service.

The home phone service consists of a line rental service and/or a call service, which enables you to make telephone calls carried over the Provider's Network. Service Packages with Unlimited Calling – service enables you to make local telephone calls from your Fixed Line as identified in the Agreement, with the exception of Out of Scale and Scope calls and any calls considered out of scope of the Service Package in question.

Your usage of the Fixed Line is subject at all times to limitations on the outgoing calls. As Customer you shall refrain from excessive usage of the Fixed Line. The following is considered excessive usage; however it is not limited thereto:

- i) placing long telephone calls, for example by leaving the line open, and/or
- ii) placing such large numbers of short telephone calls that the use of Provider's services by others may be disturbed, and/or
- iii) consumption by you deviates from the average usage of Provider's residential retail customers.

In case the outgoing calls made with your Fixed Line exceed the average usage of UTS/Setel residential retail customers you will receive a warning. If after this warning said outgoing calls still exceed the usage as stated above, you will contravene this Fair Use Policy and constitute an abuse of the Service which may result in suspension of the Service and/or possibly close of your Fixed Line immediately without further notice and/or termination of the Agreement.