



TELSAT Broadband

Fair-Share Policy (FSP)

Jan 2014 - Rev 1

1 ABOUT THIS POLICY

- (a) The Telsat Broadband Fair-Share Policy applies to each of the following *services*.
 - (i) Telsat Broadband Wireless Internet Service;
 - (ii) Telsat Broadband VSAT Internet Service;
 - (iii) Telsat Broadband Wholesale Internet Service;
 - (iv) Other services offered by Telsat Broadband for public consumption.
- (b) This policy is set out below - please read it carefully. *Your* use of the *service* is subject to the following rules and guidelines contained in this policy.
- (c) The meaning of the words printed *like this* are defined in clause 2 of this policy or in the *service description* for the relevant *service* (as applicable to *you*). If a definition in this policy is inconsistent with a definition in the *service description* for the relevant *service*, the definition in this policy applies.

2 DEFINITIONS OF TERMS

content means any form of data which traverses *our* network on your behalf.

network means the network(s) and equipment used to supply the *service* to *you* as set out in the relevant *service description*.

our or **we** means Telsat Broadband Limited.

service(s) means each of the Telsat Broadband suite of services as applicable to the individual user as set out in clause 1(a).

special means a credit, promotion, bonus or gift added to a service.

Telsat Broadband Internet account means the internet account (if any) where you are billed (or *you* have prepaid) for one or more *services* and through which you can monitor and request changes to the *service*.

Telsat Broadband Internet customers means customers who are connected to one (or more) of the *services*.

you or **your** means the customer consuming the *service(s)*.

3 GENERAL

- (a) This policy is designed to ensure that *we* are able to provide quality services to all of *our* customers, and no customers are disadvantageded by the behaviour of others.
- (b) *You* are responsible for ensuring that use of the *service* complies with this policy. *You* are also responsible for any use of the *service* even if, for example, it was used, with or without *your* consent, by a friend, family member, guest or employee who gains access to the *service* or *your Telsat Broadband Internet account*.
- (c) This policy applies where:

- (i) A *service* has a 'Contention Ratio'.
 - (ii) A *service* has an 'Unlimited Data' allowance.
 - (iii) A *service* has an 'Unlimited Data' after a pre-defined 'Allowance' has been reached.
 - (iv) Or any *service* that is specified as 'Shared'.
- (d) If we amend this policy
- (i) we may notify *you*, and *you* hereby consent to *us* sending *you* notices in such a way, by using one or more of the following methods:
 - (A) email (to *your primary email address*), or
 - (B) notice on *our* public web site at www.telsatbb.vu/public_policies.aspx.
- The last amendment was on Jan 1st 2014.
- (ii) Your continued use of any *service(s)* constitutes your acceptance of any amended or new policy.
- (e) *You* should consult this policy regularly to ensure that *your* activities conform to the most recent version.
- (f) If there is an inconsistency between any other part of *your agreement* and this policy, this policy will apply.
- (g) If *you* become aware of any violations of this policy by other Telsat Broadband Internet users you should contact *us*.

4 EXCESSIVE AND UNREASONABLE USE

- (a) To ensure the availability of these *services* to all eligible customers, if *you* are an excessive user of these *services* we may request *you* reduce *your* use (for example, uploading or downloading of data) of these *services*. If usage continues at an excessive level, we may suspend *your* access to these *services*.
- (b) Further, for any *specials* relating to these *services*, if *you* are an excessive user of these *services* under the *special* we may request *you* to reduce *your* use (for example, uploading or downloading of data) of these *services*. For the period of the *special*, if usage continues at an excessive level, we may bill *you* the standard rates for all usage above the number or amount we consider as excessive usage.
- (c) We consider 'excessive' to be:
 - (i) Where a CIR is specified; uploading or downloading at speeds in excess of the CIR and where such uploading or downloading is deemed to be impacting other users of the service at our sole discretion.

- (ii) Where no CIR is specified; uploading or downloading where such uploading or downloading is deemed to be impacting other users of the service at our sole discretion.
 - (iii) Utilising software or systems which provide the ability to open multiple simultaneous connections for the purposes of uploading or downloading in bulk or circumventing queuing mechanisms.
- (d) The excessive use provisions of this clause 4 do **not** apply to:
- (i) Any service where the customer pays by the data volume consumed; but only for the amount of 'paid' data volume and not on any 'unlimited' data after the 'paid' allocation is consumed.
 - (ii) Any service which is labelled as 'Dedicated' where the customer purchases 100% of the connection speed.
 - (iii) Any wholesale connections where the contention ratio is 1:1.
- (e) Additionally, *we* may suspend *your* access to these *services* without notice where *we* deem *your* use to be unreasonable. Without limiting the meaning of 'unreasonable', *we* supply the *service* for the purpose of *you*:
- (i) sending *content* from and receiving *content* to *your wireless device*.
 - (ii) sending *content* from and receiving *content* to *your fixed installation*.
- on *our network* or the *network* of any *supplier* for *your* own personal or business use.
- Please note that *our* right to suspend *your* access to these *services* **without notice** under this clause overrides any requirement *we* may have to give *you* notice in other parts of the *agreement*.
- (f) *We* consider *your* use of the *service*, to be unreasonable if *you*:
- (i) send or receive *content* on *our network* or the *network* of any *supplier* other than for *your* own personal or business use, as described in paragraph (c) above,
 - (ii) wholesale any service (including transit, refile or aggregate domestic or international traffic) on *our network* or the *network* of any *supplier* via a *service* which is not deemed to be for resale (for example; all retail services), or
 - (iii) use the *service* in connection with a device that switches or reroutes data to or from *our network* or the *network* of any *supplier*,
- without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.
- (g) *We* also consider *your* use of the *service* to be unreasonable if *you* set up devices or software which overcome any time or bandwidth limitations, thus limiting the ability for other customers to access *our network* or the *network* of any *supplier*.

- (h) Where *we* deem *your* use unreasonable, *we* may bill *you* at the standard rates for all data above the amount included in the service.

5 CONTACTING CUSTOMER SERVICE

You can contact us in relation to this or any other matter during business hours via phone on +678 23407 or via email at telsat@telsatbb.vu