



## Fair Use Policy

This Fair Use policy applies to Klaustel Communications Services.

It is important to Klaustel Communications that all eligible Klaustel Communications customers are able to access our Services. Accordingly, We have devised a Fair Use Policy which applies to:

- (a) usage of Klaustel Communications Services and Plans; and
- (b) any promotions or Services which are advertised by Klaustel Communications as subject to the Fair Use Policy ("Fair Use Promotions").

We reserve the right to vary the terms of the Fair Use Policy from time to time.

Klaustel Communications may rely on the Fair Use Policy where:

- (a) your usage of Klaustel Communications Services is unreasonable; or
- (b) your participation in a Fair Use Promotion is excessive or unreasonable, as defined below.

### **Unreasonable Use**

It is unreasonable use of Klaustel Communications Services where your use of Klaustel Communications Services is reasonably considered by Klaustel Communications to be excessive, fraudulent or to adversely affect the Klaustel Communications Network or other Klaustel Communications customers' use of or access to a Klaustel Communications Service or the Klaustel Communications Network.

It is unreasonable use of a Fair Use Promotion where Your participation in a Fair Use Promotion is reasonably considered by Klaustel Communications to be excessive, fraudulent or to adversely affect the Klaustel Communications network or another Klaustel Communications customer's use of or access to a Klaustel Communications service or the Klaustel Communications network.

Among other things, "fraudulent use" includes resupplying a Klaustel Communications Service without Klaustel Communications's consent so that someone else may access or use Klaustel Communications Data Services or take advantage of a Fair Use Promotion.

### **Our Rights**

Where You are in breach of this Fair Use Policy, Klaustel Communications may contact You to discuss changing Your usage so that it conforms to this Fair Use Policy.

If, after Klaustel Communications has contacted you, Your excessive or unreasonable use continues, Klaustel Communications may, without further notice to you:

- (a) suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; and/or
- (b) terminate Your agreement with Klaustel Communications.