

## Fair Use Policy

This Fair Use policy applies to ABACUS TELECOM Services.

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

- (a) usage of ABACUS TELECOM Services and Plans; and
- (b) any promotions or Services which are advertised by ABACUS TELECOM 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.

ABACUS TELECOM may rely on the Fair Use Policy where:

- (a) your usage of ABACUS TELECOM 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 ABACUS TELECOM Services where your use of ABACUS TELECOM Services is reasonably considered by ABACUS TELECOM to be excessive, fraudulent or to adversely affect the ABACUS TELECOM Network or other ABACUS TELECOM customers' use of or access to a ABACUS TELECOM Service or the ABACUS TELECOM Network.

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

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

### **Our Rights**

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

If, after ABACUS TELECOM has contacted you, Your excessive or unreasonable use continues, ABACUS TELECOM 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 ABACUS TELECOM.