

## NewTel Fair Usage Policy June 2007

This Fair Usage Policy applies, where applicable, in conjunction with NewTel's Standard Terms and Conditions, Broadband Terms and Conditions, Broadband Bundle Terms and Conditions, The Price List and Fair Usage Policy, as detailed on [www.newtel.ie](http://www.newtel.ie)

NewTel Communications Ltd (hereinafter "NewTel") provides telecommunication services (The Service) to customers, through a resale arrangement with key network providers in the Irish market. Access to The Service and these networks is contingent on this Fair Usage Policy, which applies to all of our customers.

1. NewTel services are provided for the customer and the customer therefore agrees to neither share the service, nor use the service to share NewTel sensitive information with others.
2. NewTel services may not be used for any activity which contravenes the laws of Ireland or any other applicable jurisdiction.
3. Customers may not use NewTel services to seek to gain unauthorised access to NewTel facilities, services or resources or to the facilities, services or resources of connected networks.
4. Excessive use of Free Calls or Flat Rate Offers
  - (a) If you are an excessive user of *all-inclusive* or *free* call offers we may ask you to move to a more appropriate call plan or to restrict your call volumes (outgoing or incoming). If usage continues at an excessive level following this request you will then be charged our standard rates for calls and the *service may be cancelled*, or we may suspend your access to an all-inclusive or free time offer or move you to a different call rate plan, at our discretion.
  - (b) We consider 'excessive' use to be usage of more than 1,000 minutes free per month per service *ie local or national calls*, except in the following circumstances:
    - (i) For NewTel Bundles where it is 500 minutes per service
  - (c) In addition, and without limiting our rights under the *Standard Terms* or the relevant *service description*, where we consider your use of a free time or flat charge offer is unreasonable, then we may:
    - (i) suspend your access to that or any other free time or flat charge offer, or
    - (ii) suspend or *cancel the service* or your access to a *value added service feature*,
    - (iii) move you to our *pay as you go* plan with standard tariffs

in each case immediately and without notice to you.

Please note that our right to suspend or *cancel the service* without notice to you under this clause overrides any requirement we may have to give you notice in other parts of the *Standard Terms*, for example under clause 6 of the *Standard Terms*.

- (d) Without limiting the meaning of 'unreasonable', we supply the *service* and each of the value added services for the purpose of you:
    - (i) making calls from your home phone, and
    - (ii) receiving calls to your fixed line service on our network for your own personal or business use depending on call rate plan.
  - (e) We consider your use of the *service* or a *value added service feature*, to be unreasonable if you:
    - (i) make or receive calls or send or receive content on our network other than for your own personal or business use, as described in paragraph (b) above,
    - (ii) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network, or
    - (iii) use the *service* in connection with a device that switches or reroutes calls 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.
  - (f) We also consider your use of the *service* or a *value added service feature* to be unreasonable if you set up switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access our network.
5. Customers may not use NewTel services to create, host or transmit offensive or obscene material, or engage in activities which would cause offence to others on the grounds of race, creed or sex.
  6. Customers may not use NewTel services to create, host or transmit material which is designed to cause annoyance, inconvenience or needless anxiety to others.
  7. Customers may not use NewTel services to create, host or transmit material which is defamatory.
  8. Customers may not use NewTel services to create, host or transmit material which infringes the copyright of another person or organisation.
  9. Customers may not use NewTel services to engage in activities which infringe the proprietary rights of software.
  10. Customers may not use NewTel services to engage in activities which compromise the privacy of others.
  11. Customers may not use NewTel services to engage in activities which would destroy the integrity of computer based information.
  12. Customers may not use NewTel service to transmit unsolicited commercial or advertising material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause annoyance.
  13. NewTel services are not intended for resale. Resale of services without making specific arrangements with NewTel is not permitted.

NewTel reserves the right to take such action as it deems appropriate against customers who violate any conditions of the Fair Usage Policy. In such cases, services may be limited, interrupted or terminated after reasonable attempts have been made where appropriate to contact the customer.

This Fair Usage Policy will be amended from time to time as is deemed necessary. A copy of the policy will be made available to all new customers and the current policy will also be available over NewTel web site. It is the customer's responsibility to ensure familiarity and observance of the policy.