

POLICY / CONNECTIVITY

Broadband Fair Use Policy

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1. Status and precedence

- 1.1 This Fair Use Policy ("FUP") applies to FirstNet broadband services that are sold as uncapped or with a data allocation, including FirstNet Business Broadband (all Access Types, including fibre, fixed wireless and LTE/5G), uncapped mobile data services under the Mobile Data, LTE/5G and APN Service Specific Terms, and uncapped LEO satellite Service Plans ("Broadband Services"). It forms part of the customer's agreement with FirstNet Technology Services (Pty) Ltd ("FirstNet"), which is the FirstNet Standard Terms and Conditions or the customer's signed Master Services Agreement (the "Agreement"), and the Service Specific Terms for the service.
- 1.2 This FUP does not apply to Dedicated Internet Access, IP transit or other services sold with a committed, uncontended bandwidth, unless the Service Schedule says it does.
- 1.3 If the Service Schedule states a specific allocation, threshold or traffic management rule for a service, that rule applies instead of the corresponding rule in this FUP.

2. Why we have a fair use policy

- 2.1 Broadband Services share network capacity among many customers, both on the last-mile network (fibre network operator or mobile network) and on FirstNet's core and international capacity. A small number of users with exceptionally heavy, sustained usage can reduce the speed and quality of the service for everyone else. This FUP sets out how FirstNet manages that, openly and in proportion.

3. What counts as fair use

- 3.1 Fair use is normal business use of an internet connection by the customer's own staff and systems at the service address: browsing, email, cloud applications, video calls, voice over IP, software updates, backups to the cloud, and streaming.
- 3.2 The following are not fair use of a Broadband Service, unless the Service Schedule allows them:
 - 3.2.1 reselling, sharing or extending the service to third parties outside the customer's business or service address (for example to neighbouring businesses, tenants or a public hotspot), other than guest Wi-Fi provided by the customer at its own premises;
 - 3.2.2 running the service continuously at or near its full capacity for long periods for server hosting, content distribution, cryptocurrency mining, or as the primary transit for a data centre or hosting operation;
 - 3.2.3 sustained peer-to-peer file sharing that materially affects the network; and
 - 3.2.4 any use that breaches the FirstNet Acceptable Use Policy.

4. Uncapped services

- 4.1 **"Uncapped"** means that FirstNet does not cut off the service or charge for additional data when usage passes a set amount. It does not mean that the service is unlimited in every respect.
- 4.2 FirstNet monitors aggregate usage on Broadband Services. If a customer's usage in a calendar month is above the threshold stated in the Service Schedule or product information or, where none is stated, far above the typical usage of customers on the same product and speed, and that usage is affecting other customers or the network, FirstNet may apply the measures in clause 6.

5. LTE, 5G and satellite services

- 5.1 LTE and 5G services are provided over the networks of mobile network operators. Those operators set their own fair use rules and data thresholds for the products FirstNet resells, which may be stricter than this FUP. FirstNet will tell the customer the operator's fair use threshold for the product before the customer orders it, in the Service Schedule or product information.
- 5.2 After the threshold is reached, the operator may reduce the speed of the service, as set out in the operator's rules for the product, until the start of the next billing month. FirstNet passes on the operator's rules and cannot override them.
- 5.3 Anytime and night-time data, top-ups and rollover follow the rules of the product as set out in the Service Schedule.
- 5.4 For LEO satellite services, the satellite operator's fair access rules apply in the same way as an operator's rules under clauses 5.1 and 5.2, as set out in the LEO Satellite Connectivity Service Specific Terms.

6. Traffic management

- 6.1 FirstNet may manage traffic on Broadband Services in the following ways, applied fairly and without discrimination based on the source, destination or content of lawful traffic, except as stated here:
 - 6.1.1 during network congestion, prioritise real-time traffic (such as voice and video calls) over bulk transfers;
 - 6.1.2 apply temporary speed reductions (shaping) to customers whose usage falls under clause 3.2 or clause 4.2, for no longer than is needed to protect other users;
 - 6.1.3 block traffic that is malicious or that breaches the Acceptable Use Policy; and
 - 6.1.4 apply the traffic management rules of an upstream network operator that FirstNet cannot control.
- 6.2 Speeds quoted for Broadband Services are the maximum line or sync speeds of the access network, not a guaranteed throughput, unless the Service Schedule says otherwise. Actual speeds depend on the access network, the customer's own equipment and Wi-Fi, the number of users, the destination server and international routes.

7. What happens if usage is not fair

- 7.1 Before taking action under clause 4.2 or clause 3.2 (other than for security reasons or clear breaches of the Acceptable Use Policy), FirstNet will:
 - 7.1.1 contact the customer and explain the usage concern;
 - 7.1.2 give the customer a reasonable period, stated in FirstNet's notice, to reduce usage or discuss an alternative; and
 - 7.1.3 offer a more suitable service where one exists (for example a higher speed or dedicated service).
- 7.2 If the usage continues, FirstNet may apply the measures in clause 6.1.2 and, for persistent breaches, suspend or terminate the service under the Agreement.

8. Customer tools and help

- 8.1 Customers can ask FirstNet support (support@firstnet.co.za, 0861 989 896) for their usage information, or view it in the FirstNet customer portal where the service offers usage reporting.
- 8.2 Complaints about the application of this FUP are dealt with under FirstNet's Complaints Procedure, and may be escalated to ICASA as set out in that procedure.

9. Changes

- 9.1 FirstNet may update this FUP only for the reasons, and in the way, set out in clause 7 of the Standard Terms and Conditions (for example a change in upstream operator rules, law or a security requirement). FirstNet will give at least 30 (thirty) calendar days' notice of changes that materially affect customers, and a customer that is materially and adversely affected may end the affected service under clause 7.3 of the Standard Terms and Conditions.

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