

ADVANCED TECHNOLOGY Fair Use Policy

This Fair Use policy applies to Advanced Technology Services.

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

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

Advanced Technology may rely on the Fair Use Policy where:

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

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

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

Our Rights

Where you are in breach of this Fair Use Policy, Advanced Technology may contact you to discuss changing your usage so that it conforms to this Fair Use Policy.

If, after Advanced Technology has contacted you, your excessive or unreasonable use continues, Advanced Technology 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 Advanced Technology.