

## **FAIR USAGE POLICY**

### **1. Introduction**

- 1.1 Mobile data service has become a necessity. All subscribers should have fast and available Mobile Broadband ("MBB") service at all times. DSTCOM is concerned that the quality of experience for its subscribers may be compromised if there is unchecked use of applications requiring excessive bandwidth.
- 1.2 DSTCOM will put in place a Fair Usage Policy ("Policy") designed to ensure all DSTCOM subscribers have an acceptable quality of experience.

### **2. Fair Usage**

- 2.1 The Policy sets out a level of conduct between DST COMMUNICATION SDN BHD ("DSTCOM") and its subscriber using the MBB services.
- 2.2 Peer-To-Peer, File Sharing Applications and Excessive Usage
  - 2.2.1 Certain applications like Bit Torrent, eDonkey, Limewire, and etc., utilise huge amounts of data in the process of file transfers. Subscribers who inadvertently utilise these applications may contribute to network congestion thus negatively impacting the quality of experience of other subscribers with respect to Voice, SMS or Data.
  - 2.2.2 For such instances, DSTCOM cannot guarantee the level of service expected by its subscribers.
  - 2.2.3 The Policy to be put in place by DSTCOM will regulate data service to ensure equal opportunity access to the network and fair usage by all subscribers.
  - 2.2.4 DSTCOM reserves the right to regulate data service brought about by the use of any peer-to-peer, file sharing applications and excessive usage of bandwidth.

### **3. Unlawful Activities**

- 3.1 Subscribers when using MBB service must conform to laws of Brunei and any other applicable laws.
- 3.2 This includes NOT:
  - 3.2.1 Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
  - 3.2.2 Using for commercial purposes, unless the subscriber is on a Corporate subscription;
  - 3.2.3 Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters;
  - 3.2.4 Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by DSTCOM or any other internet user or person;
  - 3.2.5 Allowing activities that invade another's privacy, cause irritation, annoyance, embarrassment, inconvenience, nuisance or needless anxiety of any kind whatsoever to others;
  - 3.2.6 Allowing activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or propriety designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
  - 3.2.7 Allowing anything that may disrupt or interfere with DSTCOM' network or services or cause a host or the network to crash;
  - 3.2.8 Launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host or network;
  - 3.2.9 Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large mail attachments;
  - 3.2.10 Circumventing the user authentication or security process of a host or network;
  - 3.2.11 Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.

#### **4. Code of Conduct when using DSTCOM MBB services.**

- 4.1 The subscriber must immediately advise DSTCOM if they become aware of any violation or suspected violation of these provisions.
- 4.2 The subscriber is responsible for the set-up and security of his/her computer and any servers that they may run on their computer.
- 4.3 DSTCOM strongly recommends that subscribers protect their computers with anti-virus software.
- 4.4 The subscriber must not run port-scanning software on any DSTCOM MBB service.
- 4.5 The subscriber must not attempt to gain unauthorised access to any computer system.
- 4.6 The subscriber must not undertake any activity that has an adverse effect on the DSTCOM MBB service or its subscribers.
- 4.7 The subscriber may not use their DSTCOM MBB service connection to run programs or servers that provide network content or connectivity to any third party not at the location where the connection is installed. Examples of prohibited programs include, but are not limited to, mail, FTP, HTTP, game, newsgroup, proxy, and IRC servers.
- 4.8 The subscriber may not resell or otherwise charge others for the use of their internet connection. This service is for recreational, residential, personal use only and may not be used for operations of an internet service provider.
- 4.9 Corporate subscribers may host one (1) email (POP3, SMTP, and/or IMAP) and/or one (1) web (HTTP and/or HTTPS) server for the sole use of that organization. These servers may not be used to host other services through the wireless connection or host email or web services for other organizations.
- 4.10 In using the Service, the subscriber must not violate the rules, regulations and policies (including but not limited to this or any other acceptable use policy) applicable to any mobile operator, service provider, content provider, network, server, computer database, web site or newsgroup accessed by you or any end-user;
- 4.11 The Code of Conduct covers use of service for the following:
  - i) Send, or facilitate the sending of, unsolicited material ("Spam") to any person or system in a way that could be expected to adversely impact any network or facilities;
  - ii) Propagate or knowingly reply to Spam;
  - iii) Collect responses from Spam (whether or not such Spam is sent using the Service);
  - iv) Infringe the privacy of another person;
  - v) Post a message or multiple messages to:
    - i) An unreasonable number of servers, or forums on a server;
    - ii) Any server in an unreasonable number;
    - iii) Any server after a request to cease posting is made by any administrator or moderator or such person in charge of reviewing postings;
  - vi) Publish or communicate material that is obscene, pornographic, inflammatory, harassing, threatening, tortious, abusive, harmful to minors, defamatory, libelous or otherwise objectionable or offensive;
  - vii) Break, or attempt to break, into any computer hardware, software, system or procedure, or to access or attempt to access any computer hardware, software, system or procedure without authorisation;
  - viii) Forge, remove or modify identifying network header information ("spoofing"), or employ any other method that may mislead any person or dishonestly disguise any user name or the source or quantity of transmissions;
  - ix) Carry out any other activities which we consider to be actually or potentially injurious to our other subscriber or to the operations or reputation and infringe any patent, trademark or copyright or any other intellectual property right of DSTCOM.

#### **5. Enforcement on Breach of Policy**

In respect of the subscribers who are in violation of this Policy, DSTCOM reserves the right, at its option and discretion at any time, have their bandwidth regulated, service suspended or terminated (with or without notice as DSTCOM considers appropriate) and is not bound to give any reasons whatsoever.