

Fair Use Policy

This Fair Use policy applies to ATLAS NETWORKS Services.

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

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

ATLAS NETWORKS may rely on the Fair Use Policy where:

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

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

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

Our Rights

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

If, after ATLAS NETWORKS has contacted you, Your excessive or unreasonable use continues, ATLAS NETWORKS 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 ATLAS NETWORKS.