

Acceptable Usage Policy

Introduction

We have designed this Acceptable Usage Policy ("AUP") to offer Our customers fast and reliable service without direct or indirect interference from others.

In this document, the terms "We", "Us" and "Our" make reference to BTC. The terms "You", "Your" or "Customer" make reference to the Customer with whom We have made an agreement to provide products and/or services, and include any person that You have authorized in writing to be acting with your authority or on Your behalf.

By using Our services, You agree to comply with this AUP and remain responsible to comply with it. We may change or modify this AUP at any time and will post such changes on Our website: www.btcbahamas.com or other such URL as may be provided by Us. Please check the website AUP from time to time for updates by checking the "Revised Date" of this document. If We make any material changes to this AUP, We will give You thirty (30) days notice. You acknowledge and agree that Your access to Our websites and Your use of Our services following any posted changes to the AUP indicate Your acceptance of such changes.

Scope

This AUP applies to, but is not limited to, all services offered by Us which state in the service agreement that the AUP applies. We will refer to them as the "Services". This applies to any Dial-Up, Internet Access, VoIP, Internet Service, Hosting or any similar service We provide. This also includes landline, voice and data over wireless services as well as broadband fixed services and such other Services that We might add in the future.

1. Prohibited Activities

Our network shall not be used for any activity that adversely affects the ability of other users or systems to use the network, or which are deemed

illegal or in contravention of relevant Bahamian laws and regulations or which would in Our sole discretion be viewed as offensive by members of the public. This includes but is not limited to prohibited activities such as:

2. Unlawful Activities

You shall not use Our services in connection with unlawful, fraudulent, criminal or otherwise illegal activities as stated in any applicable law or regulation.

3. Violation of Intellectual Property Rights

Our services shall not be used to infringe, misappropriate or violate any right protected by any copyright or any other applicable intellectual property right. This covers publishing, sending, or any other use of such material (such as forwarding, selling, or storing) when illegal or otherwise going against any applicable law or regulation.

4. Threatening Material or Content

Our services shall not be used to transmit content that is deemed offensive, abusive, defamatory, indecent, obscene, unlawful, harassing, menacing or otherwise inappropriate or unacceptable under applicable laws and/or regulation. This applies to receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, sending, uploading, recording, reviewing, streaming, using or downloading such material.

5. Inappropriate interactions with Minors

Our services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store content considered indecent for minors. We are required by law and will, report any discovered violation of this prohibition to the appropriate authorities and take the necessary steps to remove or block access to the content containing child pornography from Our servers.

6. Spam, Electronic Message and Usenet Abuse.

We prohibit and to the best of Our efforts discourage the use of Our services in any manner associated with the transmission, distribution or delivery of any unsolicited commercial e-mail ("Spam"). You shall not use any of Our services to send Spam, or knowingly cause Spam to be delivered to any other Customer, or to third parties, by the use of Our services.

The following is a list of prohibited activities regarding Spam, email and Usenet Abuse. This list includes, but is not limited to, the prohibited activities, and other activities that may be deemed to reasonably constitute "Spam":

- Sending messages that contain invalid or forged headers
- Sending messages that contain invalid, false or non-existent domain names
- Sending messages that contain false or misleading information in the subject line or contain false or misleading content
- Employing any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path
- Using other means of deceptive addressing
- Being relayed from or through a third party's equipment, without permission of the third party
- Sending unsolicited emails to significant numbers of email addresses belonging to individuals or entities with whom You have no preexisting relationship
- Sending unsolicited messages whose main objective is the advertisement of products or services, either directly or through a link in the content or subject
- Collecting responses from unsolicited e-mails
- Sending bulk emails, that do not include a reasonable procedure to opt out from the mailing list, or continue sending emails to person(s) who have opted out
- Using Data mining to collect email addresses from Our servers
- Sending a recipient numerous duplicate unsolicited emails

- Sending unsolicited electronic messages requesting support for charitable donations or similar chain messages
- Sending messages, files or other transmissions, that due to quantity or size, could potentially disrupt Our network, or other networks
- Sending harassing or malicious messages, or otherwise interfering with others' normal enjoyment of Our services due to the message's language, frequency or size
- Using, distributing, or making available any software product or service that violates this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.
- Using unauthorized IP address(es)
- Posting a message to numerous online forums or newsgroups, that could reasonably be expected to generate complaints.

7. Misuse of Service or device.

Services were designed for specific purposes, such as communicating with other persons, or accessing content in the worldwide web. Use of the services for a different purpose other than that stated in the Customer Application Form, Fee Schedule and Specification document and the General Terms and Conditions may constitute a misuse. This includes, but is not limited, to:

- **Avoid payments or fees:** Use or attempt to use the Service in such manner so as to avoid incurring charges for or otherwise avoid being required to pay for such usage.
- **Service resell:** Our Services are to be used for the purpose for which they are contracted, Reselling the services purchased, including unlimited use plans, without Our authorization is expressly prohibited
- **Dedicated Connections:** Data plans may not be used to maintain an active internet connection when a computer would otherwise be idle such as with continuous file transfers, telemetry, Web camera posts, and peer-to-peer file sharing. It is not designed as a substitute for a private line, frame relay, or other dedicated connection.

- **Tethering:** Our Mobile data plans are intended for Web browsing, messaging, and similar activities on Your Device, and not on other equipment. You may not use Your data plan, unless otherwise allowed in the service offering, for other uses, such as using Your Device as a modem or tethering Your Device to personal computers, or other equipment for any purpose. This includes all, but is not limited to, connections kits, other phone/PDA-to computer accessories, Bluetooth®, or any other wireless technology.
- **Routines:** Data plans should not be used to generate automated or manual routines such as “auto-responders” or “cancel-bots”, which generate excessive amounts of net traffic, or which disrupt net user groups or email usage by others.
- **Excessive use of network:** We reserve the right to take measures to protect the quality of Our services, in the event Your use of Our services or network, in the context of this AUP, surpasses a pre-established level at which it may begin to affect Our services to other users. These protective measures may include:
 - Reducing connection speed
 - Delivering a formal warning to suspend and desist the behavior deemed to have caused the increase
 - Temporarily blocking access to Our services, or outright termination, with or without prior notice

For the avoidance of doubt, if You exceed the usage associated with Our relevant Internet package/plan that You are on, We will not be liable to You for the quality, integrity or continuation of Our Internet service. While You will be able to access the Internet, such access will be at reduced speed. This is in lieu of You having to pay any charges for excess usage of Our Internet service outside of the relevant package/plan that You are on.

Whilst this section of the AUP is aimed at avoiding any unfair disruption of services resulting from extreme peer-to-peer usage, other file-sharing software and download of

very large files during Internet peak usage times, We do not actively prevent the use of such applications or downloads. However, We will take steps to restrict the transfer speeds on specific activities such as peer to peer usage, file sharing, high bandwidth data streaming and any other activities that may prove detrimental for the quality of service for the population of users on the network

If You use peer-to-peer or other file-sharing software, download large quantities of data or streams video for extended periods, You will likely be affected by the AUP; for instance if You consistently use/download large amounts of data for online games, video clips, movies and listens to online radio/audio over long periods. On the other hand, if You do not use Peer-to-Peer or file sharing software or do not download very large files continuously, You are unlikely to be affected by this section of the AUP.

8 . Security Violations.

Services may not be used to interfere, gain unauthorized access or violate the security of network users, network hosts or network equipment, or to gain unauthorized access to any public or private network or data.

The following is a non-exhaustive list of activities prohibited by this AUP:

- Hacking or any other means to gain access to or test the vulnerability of the user authentication or security of any host, device, or data without express authorization of the owner of the system or network
- Unauthorized monitoring, scanning or probing of network of system or any other systems or any other action to intercept data or harvest of email addresses.
- Fraudulently obtaining information from third parties by impersonation or deception (i.e.: Phishing)
- Interfering with a terminal session, the access to or use of the Internet or any other means of communication

- Distributing or using tools designed to compromise security (including but not limited to Simple Network Management Protocol tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except when duly authorized for legitimate network security operations)
- Knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of BTC or another network or device, or be used to engage in modem or system hi-jacking
- Engaging in the transmission of pirated software
- With respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Your or someone else's account to stay logged on while not actively using the IP Services or using such account for the purpose of operating a server of any type
- Using manual or automated means to avoid any use limitations placed on the IP Services. Providing guidance, information or assistance with respect to causing damage

or security breach to Our network or systems, or to the network or systems of any other Service provider.

9. Customer Responsibilities.

You understand and agree that all Services are to be used for the purpose(s) for which they are contracted. You understand and agree that all content available through the Internet is the sole responsibility of the person from whom such content originated. We are unable to exercise control over the content of the information passing over Our network, and therefore are excluded from all liability of any kind for the transmission or reception of infringing information regardless of its nature. You are responsible for all of Your end users who You permit to access Our service.

You are also responsible for keeping safe access to Your information, devices, and to Our services, by standard methods of protection – including a secure password which provides access to Your account, and which You are solely responsible for safekeeping. Access to Your account and Our services, authorized or unauthorized, is Your responsibility. You should not attempt to discover any other user's password.

10. AUP Specific to BTC Broadband Service

In order to select which of Our broadband package suits your usage profile best, You may wish to understand the amounts of data that You will typically transfer in a month. In order to understand the amounts of data that You will typically transfer in a month, You may find the following guidance useful:

Type of data	Size of data (megabytes)
Text only email	0.005
Average web page	0.05
MP3 Music file (4 mins)	5
Movie trailer (3 mins)	30
Word document	0.05
Online gaming	20 per hour
Streaming audio (128k speed)	60 per hour
Streaming audio (300k speed)	140 per hour



We reserve the right to introduce explicit download limits to some broadband packages in order to enable us to manage the broadband customer experience. We will communicate such limits as well as any available upgrade option or charges for excess usage.

11. AUP Specific to BTC Mobile Internet Service

1. Prepaid Mobile Internet Service

Customers with the 1-Day Prepaid plan who download or use data volumes in excess of 100MB within the relevant 24-hour period, and customers with the 7-Day and 30-Day plans who download or use data volumes greater than 250MB or 1000MB during the respective 7-day or 30-day periods, are likely to be impacted by the AUP. Those customers will see their 3G, HSPA or HSPA+ speed automatically reduced to 64kps once the above data thresholds are exceeded. This means that while those customers will be able to access the Internet during the specified timeframe for the Prepaid Plan, such access will be at reduced speeds.

2. Postpaid Mobile Internet Service

Customers with the 1GB, 5GB and 15GB Postpaid plans who download or use data volumes in excess of the respective data plan purchased, within the relevant month, will see their 3G, HSPA or HSPA+ speed automatically reduced to 1 mbps or 64kps once the specified data threshold is exceeded. Customers with the 100MB and 500MB Postpaid plans will see their 3G, line speed automatically reduced to 64kps.

12. Enforcement.

This AUP is part of Our service agreement. A breach of this AUP will be considered a breach of the terms and conditions governing the services acquired from Us. If You fail to comply with it, We may choose to deny, suspend, modify or terminate the service accordingly, with or without prior notice. Depending on the situation, and as We consider appropriate, We may provide You with warning to stop the unacceptable usage to give You the opportunity to comply voluntarily or proceed without further notice.

It is not Our policy to monitor or control communications. However, if We become aware of a violation of the AUP, We may block or filter sites, and cooperate with and notify the appropriate authorities and parties, including but not limited to, law enforcement agencies, and other service providers or carriers in accordance with the laws of the Commonwealth of The Bahamas.

Where required by the law, We will reveal Your identity or other data We hold regarding the use of service to the competent Bahamian regulatory authority. In cases where We receive a Court Order, in accordance with to the laws of the Commonwealth of The Bahamas, requesting Us to disclose the identity of a Customer who has misused the service, We will do so.

We will review individually all cases and complaints. We reserve the right not to take action against You, upon completion of the review, even if the complaint is against You for breach of this AUP.

We may implement technical mechanisms to prevent infringements of this AUP, where technically feasible.

If You violate this AUP, You will be required to cover all expenses which are reasonably incurred as a result of the violation.

13. Incident Reporting.

You may submit any complaints in accordance with the Code of Consumer Complaints Handling Procedures available at [www.btcbahamas.com/Policies Procedures and Complaints](http://www.btcbahamas.com/Policies-Procedures-and-Complaints).

You may submit any complaints regarding violation of this AUP by a BTC Customer in person at any one of Our Retail Stores or administrative offices, or via telephone or online via www.btcbahamas.com.

Responses will be sent by Us to Your email address on file, or in writing to Your billing address as agreed. It is Your responsibility to maintain Your contact information up to date and notify Us of any changes.