

05. Fair Use Specific Terms

1. Definition and Interpretation

- 1.1.** This Fair Use Specific Terms sets out the acceptable level of conduct between the Service Provider and the Subscriber.
- 1.2.** Access or use of the Platform is deemed as having read, understood and in agreement with being bound by these Specific Terms.
- 1.3.** The use of the Platform is also subject to the Privacy Policy.
- 1.4.** The General Terms shall apply and govern each and/or all of the Services in addition to any Specific Terms and Policies, and in the event, there is a conflict or inconsistency between the Terms, the documents shall be construed in the following order of precedence:
 - (i) the applicable Specific Terms; and
 - (ii) the General Terms.

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency shall be resolved in a manner most favourable to the Service Provider, to the fullest extent permissible under the applicable law.

- 1.5.** This Fair Use Specific Terms shall apply and govern all products and Services depicted on the Platform under the umbrella of the General Terms.
- 1.6.** In this Fair Use Specific Terms, words and expressions shall have the same meaning as outlined in Clause 1.1 of the 'General Terms' and Conditions of Services.
- 1.7.** Unless otherwise stated with reference to any other Terms, any reference made in this Fair Use Specific Terms to any Clauses shall be interpreted as to Clauses within these terms.

2. Fair Usage

- 2.1.** The Service Provider is committed to ensuring Subscribers have a quality experience which may be disrupted by usage patterns of a small number of Subscribers.
- 2.2.** Usage of certain peer-to-peer or file sharing applications including but not limited to Bit Torrent, eDonkey and Limewire utilise huge amounts of data in the process of file transfers. Subscribers who utilise these applications contribute to network congestion and negatively impact the quality of experience of other Subscribers.
- 2.3.** In the instances listed in Clause 2.2, the Service Provider cannot guarantee the level of service and/or connectivity to users who participate in the activities listed in the said clause.
- 2.4.** The Service Provider reserves the right to implement and enforce the Fair Use Policy at its sole discretion to regulate data use.
- 2.5.** The Subscriber must take all precautions and rightful action to ensure the activities in Clause 2.2 are controlled and minimised at all times.
- 2.6.** For Contract Plans and Non-Contract Plans and/or Add-On data bundles that come with unlimited data allowance and/or \$0.00 data charges after exhaustion of data allowance, bandwidth speed will be reduced once the accumulated data use has reached the pre-determined threshold.

- 2.7. Usage is accumulated within the bill cycle of the subscription plan or within the validity of Add-On data bundles.

3. Security

- 3.1. The Subscriber must immediately advise the Service Provider if they become aware of any violation or suspected violation of any these provisions.
- 3.2. The Subscriber must take all reasonable steps to ensure that other persons or parties do not gain unauthorised access to his or her account to prevent such third party(ies) from obtaining access to the network. In this regard, each Subscriber is responsible for:
 - 3.2.1. for the set-up and security of their devices and any servers they may run on their devices;
 - 3.2.2. ensuring that their User ID and/or password remain confidential at all times.
- 3.3. Where applicable, the Service provider may request that the Subscriber change their User ID and/or password.
- 3.4. The Service Provider strongly recommends that the Subscribers protect their computers or mobile phone devices with anti-virus software.
- 3.5. The Service Provider may provide notification to subscribers via SMS upon reaching the pre-determined data usage threshold. The Service Provider does not guarantee the delivery of this SMS notification and/or the SMS notification will reach subscribers in an expected period of time. Subscribers are advised to check their current data usage via USSD (mobile prepaid *133# & mobile postpaid *433#) and/or the Platform (<https://www.dst.com.bn/mydst>) from time to time.
- 3.6. The Service Provider reserves the right to change the pre-determined data usage threshold and its reduced speed without prior notice to subscribers if the Service Provider determines that the Subscriber's data usage is in excess of the fair usage and/or has not complied to the Specific Terms contained herein.

4. General Use of Service

- 4.1. Subscribers must not use the Services to gain unauthorised access to any computer, systems or network. In particular:
 - 4.1.1. Subscribers must not run port-scanning software on any Services
 - 4.1.2. Subscribers must not attempt to gain unauthorised access to any computer system
 - 4.1.3. Subscribers must not undertake any activity that has an adverse effect on the Service Provider's Services or its other Subscribers.
- 4.2. 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.
- 4.3. The Subscriber may not use the Service connection to run programs or servers that provide network content or connectivity to any third party not that the location where the connection is installed. Examples of prohibited programs include, but are not limited to mail, FTP, HTTP, games, newsgroup, proxy and IRC servers.
- 4.4. Subscribers use of Services' unlimited SMS plans may only be used for private, non-commercial use and not for messages sent by automated means or from any device other than the Subscriber's mobile. All other SMS will be charged at the prevailing rates.

- 4.5. SMS may not be used to transit or facilitate any unsolicited or unauthorised advertising, telemarketing, promotional materials, junk mail, unsolicited commercial or bulk SMS, mass SMS broadcasts, sending of SMS via automated means or for activities that will adversely affect the ability of users to use the Services, or for any other reason that in the Service Provider's sole discretion violates its policy of providing the Services for individual use, unless otherwise approved by the Service Provider.

5. **Unlawful Activities**

- 5.1. In using the Service(s) provided by the Service Provider, Subscriber(s) must conform to and not violate any laws, particularly the laws of Brunei, any order, regulation or industry code of practice.
- 5.2. The Subscriber(s) are not permitted to use the Service(s) to carry out unlawful activities which include but is not limited to:
 - 5.2.1. 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;
 - 5.2.2. using such Services for commercial purposes, unless Subscriber(s) are on the corporate subscription and comply to Clause 4 above;
 - 5.2.3. 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;
 - 5.2.4. 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 the Service Provider or any other internet user or person;
 - 5.2.5. allowing activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
 - 5.2.6. 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;
 - 5.2.7. allowing anything that may disrupt or interfere with the Service Provider's network or services or cause a host or the network to crash;
 - 5.2.8. launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host or network;
 - 5.2.9. 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;
 - 5.2.10. circumventing the user authentication or security process of a host or network;
 - 5.2.11. creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.

6. **Enforcement on Breach of Policy**

In respect of the Subscribers who are in violation of this Fair Use Policy, the Service Provider may, at its option and discretion, take any responsive action including, but not limited to, having the Subscriber(s) bandwidth managed, Service(s) suspended or terminated (with or without notice as the Service Provider considers appropriate) and is not bound to give any reasons whatsoever.