

Acceptable Usage Policy (Avanti Services)

Acceptable Usage Policy (AUP) protects you against user who might abuse the shared nature of the service. While bandwidth is shared fairly at any one time, it is at peak hours when this becomes most critical. To ensure fairness and clarity, Avanti have set up a data volume system based on the service you have contracted and the average usage on the network. As We will contact any user who reaches 80% of their data volume limit for the month to discuss ways to help them use the service more fairly. This can be via an upgrade of service, changing usage patterns or how data is sent. Avanti will apply a throttle on the service provided to the end of any month if a terminal exceeds the monthly data volume limit. Our experience is that most customers do not exceed the AUP limits and those that do mostly adhere to any agreed changes. This helps to make our services satisfactory to all our subscribers. The following defines all aspects of our AUP:

1. General Terms and Policies. Prime Satellite Broadband is a private company providing a commercial gateway to the Internet via our partners. Prime Satellite Broadband equipment and facilities may be used to send electronic mail, conduct commercial transactions, access the World Wide Web, newsgroups and private networks, engage in on-line chat sessions, transfer files, enjoy audio and video programming, and otherwise participate in all legal aspects of the Internet (these uses are referred to in this document as "the Service"), subject to these Terms and Policies. These Terms and Policies apply equally in relation to our partners who provide the Earth station and Internet access facilities Prime Satellite Broadband use.

1.1 The Service is provided to authorised persons or organisations (referred to in this document as "Subscriber" or "you"). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound by these Terms and Policies, you must cancel your account immediately and may not thereafter use or attempt to use the Service

1.2 Prime Satellite Broadband grants you a nonexclusive right to access, use and display the Service on any computers or other electronic display devices of which you are a primary user. You may not assign, sublicense or transfer any rights or obligations of the Service without the express written consent of Prime Satellite Broadband.

2. Coverage. If you are an individual Subscriber, these Terms and Policies apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Policies apply to all your employees, agents and/or customers. In either instance, a violation of these Terms and Policies by anyone using your account will be treated as a violation by you.

3. Grounds for Suspension and Termination. You agree to comply with these Terms and Policies, as well as the applicable rules, regulations and policies of any network, bulletin board, newsgroup, web site or Internet Service Provider accessed through the Service. Any violation of these Terms and Policies or the other rules, regulations or policies noted above may serve as cause for Prime Satellite Broadband to suspend or terminate your account. You agree that Prime Satellite Broadband has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:

- a. Using the Service in a way which constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);
- b. Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail

- ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity;
- c. Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you;
 - d. Using the Service in such a way as to forge or misrepresent headers, addresses, or other identification in electronic mail or USENET postings, or using any other method to disguise the sender/s identity or location;
 - e. Excessively using the Service in such a way as to limit the bandwidth available to others, including, but not limited to sending e-mail traffic, or the use of ping, e-mail check, excessive IRC logging, or any automated program with the sole intent of creating a continuous connection (see Frequently Asked Questions below for more details on this);
 - f. Posting commercial messages to a USENET group where the posting is not approved by the specific USENET group in its charter;
 - g. Using the Service to operate server programs, including, but not limited to IRC servers, game servers, ftp servers, Web servers, or streaming audio/video servers. You may run an email server. Prime Satellite Broadband will monitor the usage in accordance with clause to 3.e (see Frequently Asked Questions below for more details on this).
 - h. Using the Service to promote or solicit competing Internet services;
 - i. Using the Service for unauthorised relays through any third party systems;
 - j. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet;
 - k. Using the Service for mail-bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional;
 - l. Using the Service to add or attempt to add addresses to any mailing list (yours or a third party/ies) without the explicit positive consent of the addressee(s);
 - m. Using the Service to forward or post "chain letters" (multiple forwarding) of any type;
 - n. Attempting to cancel, supersede, or otherwise interfere with e-mail or USENET posts other than your own;
 - o. Engaging in harassment, whether through language, frequency, or size of messages;
 - p. Using the Service to engage in sync flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks;
 - q. Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information;
 - r. Using the Service in a manner which is harmful to the business reputation or interests of Prime Satellite Broadband.

4. Security. You agree not to access or attempt to access private areas of the Service. You agree to notify Prime Satellite Broadband as soon as you become aware of an unauthorised use of your account and/or any breach or attempted breach of security on the Service.

5. Content. You understand and agree that information and access available through the Service may include controversial, sexually explicit, or other material that may be offensive to you or users for whom you are responsible. Prime Satellite Broadband has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.

Acceptable Usage Policy - Frequently Asked Questions

Below you should find answers to frequently asked questions regarding the Prime Satellite Broadband Acceptable Usage Policy – or AUP for short.

What is the Acceptable Usage Policy (AUP)?

As part of our commitment to providing our customers with excellent quality, faster downloads and more reliable service, Prime Satellite Broadband have an Acceptable Usage Policy on our broadband services. The Acceptable Usage Policy (or AUP as it is referred to here) is a usage guideline for our users that ensures all users have reasonable access to network capacity.

Why has the AUP been implemented?

Whilst Prime Satellite Broadband encourages users to take advantage of our broadband service, we have an obligation to ensure that all users have fair access to network resources to receive the best possible service at all times. Every user is different in how they use their Prime Satellite Broadband service, and we here at Prime Satellite Broadband respect that. A very small number of our users however consume a disproportionately large amount of our network resources. By restricting the speed of these users once they reach their acceptable usage limit Prime Satellite Broadband can ensure that they continue to provide an acceptable standard of service to all users.

How does the AUP apply to me?

Prime Satellite Broadband continually monitor the total amount of data you have download and uploaded during the calendar month. In the event that you exceed 80 % of the AUP limit for the month on your service plan Prime Satellite Broadband will send you a friendly reminder via email. If you are near the end of the calendar month or otherwise do not think you will exceed your usage limit for the month then there isn't anything to worry about – your usage total will reset to zero at the end of the calendar month.

If your online usage habits have changed then you can view a list of plans available at <http://www.primesatellitebroadband.com/satellitebroadband.htm>. Upgrading your service plan may be suitable if your online usage habits have changed, e.g. if you are downloading more files, viewing more online videos or otherwise using the Internet more often.

If you do not upgrade your usage plan and exceed your usage limit for the month then we will send you another email or a letter in the post if you have no contact email address informing you that you have exceeded your Acceptable Usage limit for the month and that your connection has been automatically limited to a lower speed for the remainder of the month. If you do not upgrade your usage plan then your service speed restrictions will be removed at the end of the current month and your usage total reset to zero.

What if I exceed my Acceptable Usage limit too often?

If you exceed your Acceptable Usage limit three consecutive months in a row, or three times within the last six months then you must upgrade your service. Prime Satellite Broadband reserve the right to terminate services as per the Terms and Conditions of your contract.

What counts towards your Acceptable Usage limit?

Your monthly usage totals include both uploading and downloading on your Prime Satellite Broadband's service. All usage is measured in Megabytes (MB), one Megabyte being roughly one million bytes.

Our online usage checker displays your usage total in Gigabytes (GB), each Gigabyte being roughly one thousand Megabytes

We have provided a table below showing rough guidelines for how much each usage example consumes.

Activity	Usage
Viewing a web page	0.2 MB
Uploading a picture to Facebook	0.2 MB
Downloading an email (no attachments)	0.01 MB
Downloading an MP3	5 MB
Watching a two minute Youtube clip	3.75 MB
30 minutes of online radio	22 MB
1 hour of BBC iPlayer	280 MB
Downloading a movie	700 MB

For example if you:

Downloaded a movie	700 MB
Viewed 200 web pages	40 MB
Received 50 emails (with no attachments)	0.5 MB
Watched 30 Youtube clips	113 MB
Downloaded 20 MP3s	100 MB

Your usage for the month would be approximately 953.5 MB, or 0.953 GB for the month.

These figures are only guides.

How do I check my current months usage total and AUP limit?

You can view your current monthly usage total and AUP limit online behind your satellite terminal any time at: <http://mystats.avantiplc.com>. Please note that the online usage total is not updated in real time, it updates once every 24 hours.

How can I prevent excessive or unwanted Internet usage?

- Prevent or restrict access to your computer(s) and computer network:
 - Never share your computer password.
 - If using a WiFi network ensure that you are using WPA encryption with a encryption key which is not easy to guess (such as your name, pets name, etc). Visit your router manufactures website or see your documentation CD for details.

- Install and regularly update antivirus software to minimise the risk of your connection being used by unauthorised users. Microsoft has a list of certified antivirus Prime Satellite Broadbands online at: <http://www.microsoft.com/windows/antivirus-partners/windows-xp.aspx>
- Do not leave streaming radio or music running while you are away or otherwise not listening.
- Popular peer-to-peer programs such as Bit Torrent, Limewire, eMule etc often enable unrestricted uploading of content by default. This is often invisible to users and you may not even be aware you are sending large quantities of data. Check your program preferences to ensure uploading is limited or disabled.

When is my service speed restriction removed if I have breached the AUP?

Service speed restrictions due to AUP breaches are removed on the 1st of every month.

I am doing more things online now, can I upgrade up service plan so I do not breach the AUP limit each month?

If you find you are using the Internet more often, or your usage habits have simply changed you may find that upgrading your service plan is required to prevent you breaching your AUP limit frequently. You may view our available plans online at <http://www.primesatellitebroadband.com/satellitebroadband.htm> and contact us to upgrade your service plan. Upgrading will also remove any service speed restrictions currently in place.

If you upgrade your service plan in the middle of the month then we will automatically sort out the difference in pricing between your old service plan and new service plan for the remainder of the month.

Please note that you may not downgrade service plans.

What else does the AUP cover?

The AUP also defines what you can and cannot use the service for, example such as sending spam email, attempting to access systems which you are not authorised to do so, abuse and/or violation of privacy, property or other rights of 3rd parties etc.

Legal stuff

The AUP policy is provided above before this Frequently Asked Questions section.

Prime Satellite Broadband may update this document from time to time. By using the Prime Satellite Broadband service you agree to all the terms and policies of this document.