

Jamii Telecommunications Limited Fair Usage Policy

Introduction

The term **Fair Usage Policy (FUP)** is the policy or the rule employed by an internet service provider to its customer. As per the rule, service providers implement FUP to customers for the equal and even amount of data distribution. Not everyone on the internet uses the same amount of bandwidth or the data that is provided to him/her. There will be some customers who use the internet in the high amount which might affect the whole quality of the network and depreciate the internet experience for many users in the network.

ISP (Internet Service providers) keep on monitoring the usage of the internet from their subscribers to assure quality internet services to all customers. **A Fair Use Policy is given in Gigabytes (GB) / MB** of data and applies to all internet services.

The principles of our Fair Usage Policy are therefore to:

- i) ensure fair access to the service for all users of the network at all times; ii) ensure that our network performance is not adversely effected by extreme usage; and
- iii) enable the use of high bandwidth applications for local services, such as Peer-to-Peer file sharing, but restrict excessive usage that may impact on network performance.

How does it affect you?

From the definition, it is clear that FUP is implemented for providing **quality internet equally** to every customer. Fair Usage Policy actually affects you if you're one of the customers who make excessive or inappropriate use of the internet services provided by ISP e.g. video streaming or FTP or torrents to upload or download big files like movies. These applications are designed to constantly send and receive files at high data rates over extended periods of time. This type of activity uses a lot of bandwidth and can significantly reduce the speed at which other customers can access the Internet during peak hours. We do not believe this is fair to the vast majority of our customers. This fair usage policy allows us to identify the very small number of extremely heavy users and manage their bandwidth during peak hours, to protect the service for all our other customers

If you don't use Peer to Peer or file sharing software it is unlikely you will ever be affected by this Fair Usage Policy. If you do use Peer to Peer or file sharing software, all we ask is that you use this software considerately. Once you have reached the fair usage level, you can still continue to use the service. However, your priority to access the network will be lowered, where your experience may be affected when the network traffic is busy.

Fair Use Policy – Internet Use

For the general guidance of our customers:

1. Customers must not use the Service for any illegal purpose. Customers should be aware that some material is illegal to possess or transmit. Customers should also note that unauthorised

access to computer systems may be an offence; although many machines connected to the Internet are placed there so that the customer may access them, it does not follow that the customer may access any computer he or she comes across in any manner they choose.

2. We are not responsible for the content of external sites.
3. Traffic over the Internet may traverse other networks, or use other services, which are not owned or operated by Jamii Telecommunication Limited. We expect that our customers will abide by the Fair Usage Policy and other terms and conditions imposed by the operators of those networks and services.
4. Customers must not send packets onto the Internet, which have forged addresses or which are deliberately constructed to adversely affect remote machines.
5. Customers may not run "scanning" software which accesses remote machines or networks, except with the explicit permission of the owner of those remote machines or networks.
6. Customers must ensure that they do not further the sending of unsolicited bulk email or any other form of email or Usenet "abuse". This applies to both material that originates on your system and also third party material that passes through it.
7. Customers must not run an "open mail relay", viz. a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorised basis, then it must record its passing through your system by means of an appropriate "received" line.
8. Where applicable, customers are required to accept email addressed to "postmaster" at their address. Customers will be deemed to have read any and all such email. We may take action on the basis of this assumption.
9. Whilst connected to the Internet, your system must conform to all relevant/applicable local and international internet standards.
10. Customers must not use the Service in any way that is unlawful or illegal or in any way to the detriment of other Internet users. Customers also must not allow anybody using your connection to use the Services in any way that is unlawful or illegal or in any way to the detriment of other Internet users
11. Customers are prohibited from storing, distributing, transmitting or causing to be published any Prohibited Material through your use of the Services. Examples of "Prohibited Material" shall be determined by us (acting in our sole discretion) and shall include (but are not limited to) material that: is threatening, harassing, invasive of privacy, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious; infringes or breaches any third party's intellectual property rights (which shall include, but not be limited to copyright, trade mark, design rights, trade secrets, patents, moral rights, paternity rights and performance rights) – this includes the use, distribution and/or copying of any material without the express consent of the owner; is in violation of any law or regulation that is enforceable in the United Kingdom; unsolicited promotional or marketing material; chain letters or pyramid selling schemes; and programs containing viruses, hoaxes or any tools designed to compromise the security of other websites and/or systems.
12. For the avoidance of doubt, the storage upon and/or distribution over our systems by any User of "pirated" software, or any other materials that are not expressly licensed to the User, will constitute a violation of this Fair Usage Policy.

13. We reserve the right to inform and/or report the storage, distribution, transmission, retransmission or publication of Prohibited Material (and/or any other materials which may constitute unlawful conduct by Users) to relevant authorities and/or regulators.

Fair Use Policy – Email

To qualify as “abuse”, an act must interfere with the use of the network by an individual or group of individuals in some specific way, for example by consuming resources or wasting others time. The term “abuse” also includes:

1. Unsolicited Commercial Email (UCE) – advertising material sent and received by email without the recipient either requesting such information or otherwise explicitly expressing an interest in the material advertised. It should be noted that a user has not expressed an interest by the mere act of posting a news article in any particular newsgroup, or by visiting a website, unless of course they have made a specific request for information to be emailed to them.
2. Unsolicited Bulk Email (UBE) – Similar to UCE, but differing in that it is not attempting to sell anything.
3. Forged Headers and/or Address’s – sending email such that its origin appears to be another user or machine, or a non-existent machine. It may also be improper to arrange for any replies to the email to be sent to some other user or machine.
4. Mail Bombing – sending of multiple emails, or one large email, with the sole intent of annoying and/or seeking revenge on a fellow Internet user.
5. Denial of Service Attacks – any activity designed to prevent a specific host on the Internet making full and effective use of its facilities. This includes, but is not limited to: Mail Bombing.
6. Opening an excessive number of email connections to the same host.
7. Intentionally sending email designed to damage the receiver’s systems when; for example, sending malicious programs or viruses attached to an email.
8. Using a smart host or email relay without authorisation to do so.
9. Mailing List Subscriptions – schemes for distributing copies of the same email to many different people. It is not acceptable to subscribe anyone to any mailing list or similar service, unless their explicit permission has been given. List owners are encouraged to confirm all subscription requests by requesting confirmation from the apparent subscriber before starting to send any list email. They must ensure that unsubscribe requests are handled efficiently. It is not acceptable to subscribe people to a list merely because they have visited your web site or used one of your products; the person must make an explicit request to be listed.

Action we may take

We may monitor usage of your internet service. If in our reasonable opinion, the use of your internet service is excessive or unreasonable (e.g. you have reached the fair usage level of the service as specified by us from time to time), we may manage access of the internet in a reasonable manner (for example, lowering your priority to access the service or our network resources or restricting the throughput or amount of data transferred). If we do take any action, you still have to pay any charges incurred for usage.

How we will enforce this FUP

If we believe there has been a blatant or continuous breach of this FUP, we reserve the right to take remedial action. We may also take remedial action if the law or a regulator or other authority requests us to do so.

Depending on the severity and effect of the breach, the types of remedial action we may in our full discretion take include any or a combination of the following:

- giving you a warning that any repetition of the activity or conduct will result in us immediately terminating or suspending your service;
- reporting the activities or conduct to relevant authorities;
- immediately terminating, limiting, restricting or suspending your Service.

You are responsible for ensuring that the systems and machines that connect to and use your internet are secure. This includes having in place the requisite patches, ensuring that updates are promptly installed on all operating systems and changing default passwords regularly.

You are also responsible for all material created, hosted, posted, downloaded or uploaded from your systems and machines. We are not responsible for any material created, hosted, posted, downloaded or uploaded by you or any third parties. We are also not responsible for the content of any websites (other than our own) that are hosted on or accessible using our network or systems. Links to third party websites are provided for navigation purposes only.

You must ensure anyone who uses or accesses your internet does not conduct any of the prohibited activities that:

- is unlawful or induces unlawful activity;
- accesses, downloads, transmits, disseminates, stores or posts illegal, abusive, deceptive, obscene, defamatory, offensive, threatening or otherwise inappropriate content or materials;
- could interfere with or infringe the rights of others, including any intellectual property rights or rights to privacy;
- could interfere with, degrade or deny service to, impair the use of, or subvert the security or privacy of: Jamii Telecoms services, networks, equipment, data or information; or those of another person, unless you have, as applicable, Jamii Telecoms or such other person's written consent to do so; or
- attempts to manipulate or bypass any limitations on the Service by any means.

Any breach by such users shall be deemed to be your breach.

We will send any relevant notifications relating to the enforcement of this FUP to the address or email address that we have for you on record.

Changes to the FUP

We may change or modify the terms of this FUP at any time and these changes will be effective when posted on our web site <https://www.jtl.co.ke> . You will be deemed to have accepted any changed or additional terms if you continue to use the Services after such

changes to the FUP are posted to our website. Do review this FUP from time to time to ensure that you are kept updated on any changes.