



Fixed Fair Usage Policy

All Users shall be able to access our services and get the best possible experience. To ensure the provision of a high quality of service, a Fair Usage Policy (“FUP”) applies to the use of the Service, where the User’s usage can affect that of other Users. All shared plans will abide to the FUP. This will not apply to CAP plans and dedicated plans. We have developed this FUP by reference to average User profiles and estimated usage by the Users of the Service. Note the use of Emstret Network will refer to either Kacific network or Dataco Network or in case of our C band the appropriate supplier network

Bandwidth allocated to Users is reviewed as required, but at any time, there is only a fixed amount of bandwidth available within the Emstret Network. This FUP aims to ensure that the unreasonable usage of a few does not compromise the experience of the vast majority of Users.

We reserve the right to modify (through speed and other variables) the behaviour of Users that frequently use significantly more data than the majority of the other Users and/or use their Internet service in a way that negatively affects the experience of other Users. If Users are found to be consistently amongst the 10% heaviest Users, and their usage negatively impacts the Emstret Network and other Users’ experience which Emstret considers to be meaningful (“Heavy Users”), Emstret may take steps to ensure a suitable solution. The possible steps include pooling the Heavy Users together, communicating with the Customer to find a suitable solution for all parties involved (such as requesting the Customer and / or the Heavy Users to modify their usage), and / or exercising its rights outlined in this FUP.

We may issue a warning to the Customer to suspend its Service, where in our reasonable opinion the User’s use of the Service is excessive and/or unreasonable because it materially exceeds estimated usage patterns over any month.

Where reasonable and practical, we will provide the Customer with 7 days’ notice before the suspension, restriction, or termination of its Service.

If, after we have requested that the Customer stop or alter the usage to come within our FUP, the excessive or unreasonable use continues, we may without further notice apply charges to the Customer’s account for the excessive and/or unreasonable element of usage, suspend, modify or restrict the Customer’s use of the Service, or withdraw the Customer’s access to the Service. If we terminate the Customer’s Service under a fixed contract term, an early termination fee may apply. Our service plans are subject to a prioritisation policy as follows:

Home Plan – Residential: The plan provides a maximum download speed of up to 20Mbps and a maximum upload speed of up to 20Mbps. Please Note this is not a guaranteed speed. The plan does not throttle these maximum possible speeds but provides two tiers of priority access to bandwidth resources. The plan provides 256Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP. If customer reaches 256Gbytes the speed will go as low as 1mbps down and 1mbps up. Customer should note that dedicated service cost K500/Mbps

Home Business Plan –The plan provides a maximum download speed of up to 35Mbps and a maximum upload speed of up to 35Mbps. Please Note this is not a guaranteed speed. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 735Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP. If customer reaches 735Gbytes the speed will go as low as 2mbps down and 1mbps up. Customer should note that dedicated service cost K500/Mbps

Users are not permitted to send spam or bulk mail using the Service and we reserve the right to charge you any costs that are required to rectify the result of such activity.

We reserve the right to manage the network to improve overall performance and customer experience. In particular, we may act such that the usage of popular services such as standard web browsing, and email is not adversely affected by other applications such as peer to peer or file sharing.

The Users' use of our Service is subject to traffic prioritisation by Emstret, where the allocation of bandwidth resources is necessary to minimise congestion.

Emstret uses Quality of Service (QoS) configurations within the Emstret Network and at its sole discretion to prioritise specific types of internet traffic over others to enhance the overall User experience. These maximum speeds are not guaranteed, and the probability of obtaining such speeds depends on the level of priority of each User and instantaneous traffic loading factors.

Emstret reserves the right, at any time and at its sole discretion and without any prior notice, to change, modify, edit, replace, or withdraw any or all of this FUP.

This FUP does not replace any of the terms, conditions, or obligations the Agreement. In the event of any inconsistency (in the reasonable determination of Emstret or other providers), the provisions of the Agreement shall prevail.

Complaints and Contact Information Any complaints or notifications regarding prohibited use or other abuse of the Service or Emstret Network, including violations of the Policy, should be sent to Emstret by email at helpdesk@emstret.com.com. Please include all applicable information that will assist Emstret in investigating the complaint, including all applicable headers of forwarded messages. Emstret reserves the right to, at any time and at its sole discretion and without any prior notice, change, modify, edit, replace, or withdraw any or all of this Acceptable Use Policy.