



## CELLCARD FAIR USAGE POLICY

### 1. Introduction

- 1.1. This Fair Usage Policy ("Policy") sets out an acceptable level of conduct between Cellcard Mobile Services and its customers using the Cellcard internet service. Cellcard believes that all internet users should be responsible in their usage and how it affects other users.
- 1.2. Whilst connection is "always on" for each customer, the available bandwidth is shared by all customers active at a particular point in time. A small portion (about 1%) of customers use a very large portion (about 30%) of bandwidth based on our data and that from other broadband service providers.
- 1.3. If the customer needs a 1:1 service and exclusive access to their bandwidth then the customer will need an internet leased line where there is no contention until the World Wide Web router.
- 1.4. To overcome this biasness, this Policy is in place to ensure all Cellcard' customers have a good experience.
- 1.5. Cellcard may, from time to time, change this Policy without further notice to its customers. Please visit the Cellcard web page periodically to determine any changes to this Policy.
- 1.6. This Policy supplements the **Cellcard Terms & Conditions** and **the General Terms and Conditions**

### 2. Unlawful Activities

- 2.1. In using the Cellcard service and/or any other internet access service that may be provided by Cellcard, you must conform to the laws of Cambodia and will not knowingly permit any illegal use or such use that will discredit Cellcard
- 2.2. This includes NOT:
  - a. 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;

- b. Using for commercial purposes, unless you are on the Office Packages;
- c. 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;
- d. 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 Cellcard or any other internet user or person;
- e. Allowing activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
- f. 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;
- g. Allowing anything that may disrupt or interfere with Cellcard' network or services or cause a host or the network to crash;
- h. Launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host or network;
- i. 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;
- j. Circumventing the user authentication or security process of a host or network;
- k. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.

### **3. Security**

- 3.1. The customer is responsible for taking all reasonable steps necessary to prevent a third party from obtaining access to the network.
- 3.2. The customer must immediately advise Cellcard if they become aware of any violation or suspected violation of these provisions.
- 3.3. The customer is responsible for the set-up and security of his/her computer and any servers that they may run on their computer.

- 3.4. Cellcard strongly recommends that customers protect their computers with anti-virus software.

#### **4. General Use of Service and Abuse**

- 4.1. Each customer must be at least 18 years old to be a Cellcard customer. Sub-users under this age must have permission from the account holder to access the Cellcard service. Before using the Cellcard service, the person must obtain permission from the registered customer.
- 4.2. The customer must not run port-scanning software on any Cellcard service.
- 4.3. The customer must not attempt to gain unauthorized access to any computer system.
- 4.4. The customer must not undertake any activity that has an adverse effect on the Cellcard service or its customers.
- 4.5. The customer may not use their Cellcard service connection to run programs or servers that provide network content or connectivity to any third party not at the location where the connection is installed. Examples of prohibited programs include, but are not limited to, mail, FTP, HTTP, game, newsgroup, proxy, and IRC servers.
- 4.6. The customer 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.
- 4.7. Office Package customers may host one (1) email (POP3, SMTP, and/or IMAP) and/or one (1) web (HTTP and/or HTTPS) server for the sole use of that organization. These servers may not be used to host other services through the wireless connection or host email or web services for other organizations.
- 4.8. Cellcard may, at its sole discretion, automatically disconnect the customer's internet session after a period of inactivity, which may vary from 20 minutes to 30 minutes. This automatic disconnection is to allow maximum network performance.

#### **5. Fair Usage**

- 5.1. At Cellcard, we want our broadband service to be fast and available for our customers at all times. This clause is designed with that goal in mind. Cellcard views the vast majority of customers should not suffer from a slower service because of a very small number of high bandwidth users.
- 5.2. Peer-To-Peer and File Sharing Software

- 5.2.1. Certain software/applications which is used by a small number of customers to send and receive files containing very large amounts of data (including without limitation traffic from peer-to-peer software/applications (such as Bit Torrent, eDonkey, Gnutella) or file sharing software (such as Limewire)). These activities may cause network congestion and can negatively impact the speed at which other customers can access the internet.
- 5.2.2. Cellcard does not guarantee a service level and/or connectivity to users of peer-to-peer or file sharing software/applications.
- 5.2.3. The system that is used to provide the Cellcard service can identify very high bandwidth users and Cellcard seeks to manage the customer's usage by throttling their bandwidth to a much lower broadband speed to ensure fairness to all customers.
- 5.2.4. The customers are reminded that the software (as mentioned in section 5.2.1 above) allows the download of illegal content which Cellcard prohibits, which is an infringement of copyright and/or intellectual property rights and rightful owners of such copyright and/or intellectual property rights may take measures to prosecute. Each individual download can be traced by the customer's IP address back to the customer's account with Cellcard.
- 5.2.5. Cellcard reserves the right to release customer information pursuant to any copyright (and/or intellectual property right) infringement if it is required to do so by any law, regulatory body or court of law.

### 5.3. Excessive Usage

- 5.3.1. Each customer's total usage for each package shall NOT exceed the stipulated amount of data volume transmitted (total upload and download usage). This is to ensure that no individual hogs the bandwidth at all times. Furthermore the stipulated bandwidth for mobile packages is different from the one allocated for packages specially designed for use in the dongle because of different applications and requirements. Those subscribing to the respective plans will be governed under the respective volume allocations for those plans. Indicative fair usage limits are given in the table below;

Mobile Internet Plan	Price	New Limit (Mb)
INET1(Daily)	\$ 0.50	100
INET2(Weekly)	\$ 2	600
INET3(Monthly)	\$ 5	2,000

Dongle Internet Plan	Price	Limit (Mb)
INET4(Daily)	\$ 5	1,500
INET5(Weekly)	\$ 20	7,000
INET6(Monthly)	\$ 50	20,000

5.3.2. Cellcard reserves the right to reject the said application or charge for any additional data volume transmitted from what is already allocated.

## **6. Enforcement on Breach of Policy**

- 5.1. In respect of the customers who are in violation of this Policy, Cellcard may, at its option and discretion, have their bandwidth managed, service suspended or terminated (with or without notice as Cellcard considers appropriate).
- 5.2. To report any illegal or unacceptable use of Cellcard service, please send an email to [helpline@mobitel.com.kh](mailto:helpline@mobitel.com.kh)