

Are there any rules regarding my use of Brooke Telecom Services, the Brooke networks or my Device? Yes. Brooke Telecom encourages all of its Customers to use the Brooke Telecom Services responsibly. Abuse or misuse of Brooke Services, the Brooke networks, or Devices impacts all Customers and is something Brooke takes very seriously – **and which could result in the termination of your Agreement with Brooke Telecom, or lead to criminal or civil charges.** Brooke may immediately suspend, restrict, change or cancel all or part of your Services and modify or deactivate your Device without notice or take other necessary protective measures if Brooke has reasonable grounds to believe there is a breach of any of these provisions. For example, you are prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any Brooke Service or your Device for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including cyberbullying, cybercrime, disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host;
- (b) installing, using or permitting the use of any Brooke Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the Brooke Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Brooke may (i) filter any message determined by Brooke to be spam from your in-box to an anti-spam folder and delete this message; and (ii) set a limit on the number of messages a Customer may send or receive through e-mail;
- (d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which:(i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks), registration and any other anti-theft mechanisms or in the fraudulent use of telecommunications or broadcasting services;
- (e) using any Brooke Service for the purpose of reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Brooke Service, or for continuous data transmission or broadcasts (including multi-media streaming, automatic data feeds, automated machine to machine connections or peer-to-peer file sharing, voice over Internet protocol or any other application that is not made available to you by Brooke which uses excessive network capacity), or to provide a substitute or back-up for private lines or dedicated data connections such as DSL and/or to operate any server system. If you engage in any of these activities you will pay in full all charges billed to you at a rate which will be the greater of the in-market rate or \$30 per megabyte plus applicable taxes, regardless of the total amount due;
- (f) attempting to receive any Brooke Service without paying the applicable Fees, modifying or disassembling your Device (including the alteration, copying, reproduction of or tampering with electronic serial numbers, IMEI or other identification, signaling or transmission functions or components of your Device), changing any identifier issued by Brooke, attempting to bypass Brooke's network, or rearranging, disconnecting, removing, repairing or otherwise interfering with Brooke Services, Brooke Equipment or Brooke's facilities;
- (g) excessive use of Brooke Services. Brooke considers that data usage in excess of **25GB** per billing cycle is disproportionate and excessive for network management purposes. Customers whose wireless usage exceeds this threshold may, in Brooke's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as **16 kbps**;
- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Brooke Services (whether owned by or used under licence to Brooke) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Brooke Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Brooke Services;
- (i) posting or transmitting any content, data or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- (j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Brooke employees, suppliers, agents and representatives.