

Imagine IPS Fair Usage Policy

Indemnity

By utilizing Imagine IPS's services, you unconditionally and irrevocably indemnify Imagine IPS and agree to exclude Imagine IPS from any and all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Imagine IPS or instituted against Imagine IPS as a direct or indirect result of:

- Your use of any of the services supplied by Imagine IPS
- Any unavailability of, or interruption of the Imagine IPS internet service
- Your failure to comply with any provisions set out below in the Fair Usage Policy.

All services unless otherwise stated are provided as "Best Effort" services as infrastructure is shared by others users who's usage patterns could impact network performance.

Service Availability

Imagine IPS will at all times use reasonable endeavours to ensure the service uptime is withheld.

However, you agree that neither you nor any persons shall have any claim against Imagine IPS for any direct, consequential, incidental, indirect or damages including without being limited to business interruption, loss of data or information or other monetary loss, arising from the unavailability of, or interruption of services, regardless of whether such claim is based on breach of contract, misconduct, breach of implied warranties and even if the possibility of such loss or damage could have been foreseen or if Imagine IPS, its directors, its employees were negligent, and you indemnify Imagine IPS accordingly

Network Performance

The integrity of the Imagine IPS network is vital in order to provide the best possible experience for all customers making use of the uncapped service. Imagine IPS thus reserves the right to manage users who are deemed to be placing an unusually high burden on the network and will take the necessary steps to prevent excessive usage. Excessive usage would be any amount greater than or equal to 1Tb or 1024Gb data usage.

During peak network usage times, Imagine will provide priority to real time services (eg: browsing, email, streaming etc), services such as Peer-to-Peer, NNTP and Torrents (and other similar services) will receive lower network priority.

Clients who are deemed to be uploading/downloading on a sustained basis, or clients using the service for unattended automated processes will be managed on the network. These clients may experience rate limiting (a slow down of available speed) as well as protocol and/or port limiting. Imagine IPS uncapped products are designed for either home or business use, and you as the customer need to select the appropriate package designed for your access port speed and type of usage application, either home use or business use.

Imagine reserves the right to manage the network integrity should network capacity not be available at any time, although, if this is necessary, we do commit to doing so in a responsible manner. Imagine IPS will provide to the customer usage notifications regarding the customer's usage status by way of the usage control panel. Usage notifications will be sent to inform the customer of high usage.

Conditions of Access

Any client found attempting to bypass Imagine's network management systems will be suspended without notice and could as a result have their service cancelled without notice

You may not under any circumstance

- Attempt to circumvent user authentication or security of any host or account on the Imagine IPS network.
- Probing the security of other any network operator or service provider in any form.
- Use of or intent to distribute tools designed for compromising security or attempt to interfere with service to any user, host, or network either on the Imagine IPS network or not.
- This would include flooding, DDOS (Denial of Service) or any deliberate attempt to exploit or overload a service or services within the Imagine IPS network or any network operator or service provider.

Imagine IPS's Fair usage policy will be subject to change without notice. Please enquire with your relationship consultant for updated versions.