



## SCHEDULE B: RESPONSIBLE USE OF TCC SERVICES

**Are there any rules regarding my use of TCC Services, the TCC networks or my Device?** Yes. TCC encourages all of its Customers to use the TCC Services responsibly. Abuse or misuse of TCC Services, the TCC networks, or Devices impacts all Customers and is something TCC takes very seriously – **and which could result in the termination of your Agreement with TCC, or lead to criminal or civil charges.** TCC 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 TCC 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 TCC 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 TCC 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 TCC Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. TCC may (i) filter any message determined by TCC 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 TCC Service for the purpose of reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any TCC 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 TCC 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 TCC 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 TCC or a TCC company, attempting to bypass TCC's network, or rearranging, disconnecting, removing, repairing or otherwise interfering with TCC Services, TCC Equipment or TCC's facilities;
- (g) excessive use of TCC Services. TCC 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 TCC'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 TCC Services (whether owned by or used under licence to TCC) 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 TCC Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through TCC 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 TCC employees, suppliers, agents and representatives.