Limitless Tech Solutions, Inc.

Acceptable Use Policy v. 12 – All countries except NZ

1. Introduction

This acceptable use policy (the "Policy") defines acceptable practices for the use of internet broadband services by customers of LTSI Satnet ("LTSI Satnet", "we" or "us") and by users that have gained access to such services through these customers. The Policy is incorporated by reference into any agreement for service entered into between LTSI Satnet and its customers.

LTSI Satnet reserves the right to update this Policy from time to time and will maintain the latest copy of the Policy on its website satnet.website

In order to provide the Service, LTSI Satnet uses the satellite internet service and related equipment, facilities and services (the "Kacific Network") provided by Kacific Broadband Satellites International Limited or one of its affiliates ("Kacific").

The Policy is designed to help protect the Kacific Network, the Service, Users, and the Internet community as a whole from improper and illegal activity over the Internet and to improve the quality of the Service and other offerings.

2. Terminology

For purposes of the Policy, the following are defined terms:

"Customer" or "you" means any customer who has executed a Service Contract with LTSI Satnet.

"User" means a Customer and/or any user who has gained access to the Service through a Customer.

"Service" means the internet service provided by LTSI Satnet to you under your Service Contract.

"Service Contract" means your contract for the Service with LTSI Satnet.

3. Agreement to Policy

By using the Service, you acknowledge and agree that you and your Users are responsible for compliance with the Policy.

You are responsible for violations of the Policy by any User that accesses the Service through your account. You also agree to fully cooperate with LTSI Satnet in any investigation regarding violation of the Policy by a User.

4. LTSI Satnet's Rights under the Policy

4.1 **Suspension or Termination of Service**. We reserve the right to suspend or terminate your access to the Service if any User engages in conduct that violates a provision of the Policy, and such conduct is not corrected within the time frame specified in the written notice. Before doing so, we will provide you with written notice, if it is practically feasible to do so. In severe cases, i.e. where the operations of the Kacific Network or other LTSI Satnet customers are threatened, we reserve the right to suspend or terminate your access to the Service without notification.

LTSI Satnet does not make any promise, nor have any obligation, to monitor the activity of individual Users and will have no liability to any party, including you, for any violation of the Policy by Users.

4.2 **Cooperation with Law Enforcement**. LTSI Satnet will cooperate with appropriate law enforcement agencies involved in investigating claims of illegal or inappropriate activity. We further reserve the right to disclose User information to the extent authorised by law. By using and accepting the Service, you consent to our disclosure to any law enforcement agency, without the need for a subpoena, of your identity as the User of record (including basic contact information), and the identity of any other User who has gained access to the Service through you about whom LTSI Satnet is contacted by the law enforcement agency.

5. Prohibited Uses

Uses of the Service that will constitute violations of the Policy include:

5.1 **Illegal Activity**. The Service shall not be used for any unlawful activities and shall, in all cases, be used in compliance with applicable law. Use of the Service or the Kacific Network for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper

authorisation, and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful.

5.2 **Unauthorised Access/Interference**. A User may not:

- attempt to gain unauthorised access to or attempt to interfere with or compromise the normal functioning, operation, or security of any portion of the Kacific Network or any other satellite system;

- use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet;

- use the Service to monitor any data, information, or communications on any network or system without authorisation; or

- attempt to gain unauthorised access to the user accounts or passwords of other Users.

The use of any transmission equipment other than that which is expressly approved by LTSI Satnet is strictly prohibited.

5.3 **Unsolicited Commercial Email/Spamming/Mailbombing**. A User may not use the Service to transmit unsolicited commercial email messages or deliberately send excessively large attachments to one recipient. Spamming or "mailbombing" is prohibited. Likewise, a User may not use the Service to collect responses from mass unsolicited email messages. LTSI Satnet may, in its sole discretion, rely upon information obtained from anti-spamming organisations as evidence that a User is an active "spam operator" for purposes of taking remedial action under the Policy.

5.4 **Spoofing/Fraud**. Users are prohibited from injecting false data into the Internet, for instance, in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Corporation for Assigned Names and Numbers) or incorrect DNS information. A User may not attempt to send email messages or transmit any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge or otherwise falsify a User's identity in connection with the use of the Service is prohibited.

5.5 **Inbound Complaints**. LTSI Satnet receives complaints directly from Internet users and other parties. LTSI Satnet shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organisations, but shall notify the Customer of the complaint and where possible provide a reasonable period of time (depending on the nature of the complaint) for the Customer to resolve the complaint before taking action under the Policy.

5.6 **Other Prohibited Activities**. The following activities will also constitute violations of the Policy and may result in suspension or termination of the User's access to the Service.

5.6.1 Intentionally transmitting files containing a computer virus or corrupted data.

5.6.2 Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilisation, or other methods to document the use of the Service.

5.6.3 Advertising, transmitting, or otherwise making available any software, programme, product, or Service that is designed to violate the Policy, which includes the facilitation of the means to deliver unsolicited commercial email.

5.6.4 Any activity that disrupts, degrades, harms, or threatens to harm the Kacific Network or the Service.

5.6.5 Any use of another party's electronic mail server to relay email without express permission from such other party.

5.6.6 Any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not explicitly listed in the Policy.

5.6.7 Any use of the Service for military purposes without our prior consent.

5.6.8 Any use of the Service that includes transmitting radio waves from Japan and its territorial waters and airspace.

6. 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 Service provided in your Service Contract, where the User's usage can affect that of other Users. We have developed this FUP by reference to average User profiles and estimated usage by the Users of the Service.

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

6.2 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 amongst the 10% heaviest Users, and their usage negatively impacts the Kacific Network and other Users' experience in a way which we consider to be meaningful, we 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 to modify their usage), and / or exercising our rights outlined in this FUP.

6.3 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.

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

6.5 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.

The Kacific Gigstarter plans are subject to a prioritization policy as follows:

PHUS-0029 – Residential Plan:
The plan provides a maximum download speed of 3Mbps and a maximum upload speed of 3Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 30Gbytes 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.

PHUS-0030 – Residential Plan:
The plan provides a maximum download speed of 15Mbps and a maximum upload speed of 10Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 35Gbytes 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.

PHUS-0031 – 4 People Enterprise Plan:
The plan provides a maximum download speed of 30Mbps and a maximum upload speed of 10Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 50Gbytes 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.

PHUS-0014 – 7 People Enterprise Plan:
The plan provides a maximum download speed of 50Mbps and a maximum upload speed of 15Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 185Gbytes 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.

PHUS-0003 – 10 People Enterprise Plan:
The plan provides a maximum download speed of 60Mbps and a maximum upload speed of 20Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 295Gbytes 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.

PHUS-0011 – 25 People Enterprise Plan:
The plan provides a maximum download speed of 70Mbps and a maximum upload speed of 20Mbps. 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.

PHUS-0005 – 60 People Enterprise Plan:
The plan provides a maximum download speed of 100Mbps and a maximum upload speed of 20Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 1,425Gbytes 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.

PHUS-0016– 180-People Enterprise plan:
The plan provides a maximum download speed of 150Mbps and a maximum upload speed of 30Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 4,250Gbytes 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.

The following prioritization policies apply only to Customers / Users whose service was activated before the following dates:

Date	Country / Region
1 November 2021	The Philippines, Federated States of Micronesia, Solomon Islands, Papua New Guinea
1 December 2021	Indonesia, Vanuatu, Cook Islands, Mariana Islands, Kiribati
1 February 2022	All other countries (except New Zealand)

PHUS-0007 – Residential:
The plan provides a maximum download speed of 20Mbps and a maximum upload speed of 5Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of priority access to bandwidth resources. The plan provides 49Gbytes 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.

PHUS-0001 – 4 People Enterprise Plan:
The plan provides a maximum download speed of 35Mbps and a maximum upload speed of 5Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 70Gbytes 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.

6.6 Customers, resellers, and Users acknowledge that LTSI Satnet or Kacific do not, and cannot, in any way supervise, edit, or control the content and form of any information or data accessed through the Internet. Neither we nor Kacific shall be held responsible in any way for any content or information accessed via the Kacific Network.

Furthermore, we and Kacific each disclaim all or any responsibility or liability for any material on the Internet that you may find offensive, upsetting, defamatory, and personally offensive and in any way unsuitable for minors.

6.7 Some internet sites may have embedded within them the ability to programme devices such as your PC, WiFi device, tablet, or mobile phone, without the Users' knowledge or direction. Users are liable for any charges arising from such actions by third parties, and neither we nor Kacific accepts any liability for any charges and/or damages the Users may incur by using the Internet.

6.8 Users are not permitted to operate servers from the Service and/or to on-sell the Service without our written approval.

6.9 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.

6.10 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.

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

6.12 Kacific uses Quality of Service (QoS) configurations within the Kacific 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.

6.13 We reserve the right to, at any time and at our sole discretion and without any prior notice, change, modify, edit, replace, or withdraw any or all of this FUP.

6.14 This FUP does not replace any of the terms, conditions, or obligations under your Service Contract. In the event of any inconsistency (in the reasonable determination of LTSI Satnet), the provisions of the Service Contract shall prevail.

7. Complaints and Contact Information

Any complaints or notifications regarding prohibited use or other abuse of the Service or Kacific Network, including violations of the Policy, should be sent to LTSI Satnet by email at info@ltsi.ph Please include all applicable information that will assist LTSI Satnet in investigating the complaint, including all applicable headers of forwarded messages.

LTSI Satnet 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.