

LIAS Wireless Internet Service: Overage Policy

LIAS offers a range of Wireless Internet Service plans in an attempt to accommodate the diverse needs of our members in a fair manner. Since LIAS pays for “bandwidth” in bulk to re-sell to its members, these plans are based on the usage requirements of each individual: plans with higher bandwidth limits are more expensive. This policy defines how LIAS manages and charges for bandwidth usage over and above that allotted by a member’s plan.

Objectives

The purpose of this policy is to:

- educate LIAS members about the limits of their plan and the rationale for assessing overage charges;
- encourage members to choose and pay for a plan that serves their bandwidth needs, track their usage, and to stay within the limits of their plan;
- to clearly define how overage charges are calculated and billed when an account does exceed the limits defined by the plan;
- to define and document exceptions, where overage charges may be waived.

Terminology:

Overage: An “*overage*” is any usage of the Wireless Internet Service that exceeds the limits of a service plan within a calendar month.

Overage Charge: An “*overage charge*” is the fee assessed for an “*overage*”.

Know Your Limits

LIAS is primarily a volunteer organization – every account holder of the Wireless Internet Service is also a LIAS member, and thus must take an active responsibility to assist in the system maintenance. One aspect of this responsibility is to monitor your own bandwidth usage.

Each member is solely responsible for:

- selecting and paying for a plan that meets their expected needs;
- monitoring their own usage and ensuring they do not exceed bandwidth limits defined by their plan;
- paying for any usage that does exceed the limits of their plan (overage);
- upgrading their plan if a need for higher bandwidth limits is anticipated in future;
- alerting LIAS technical support immediately if they notice anything suspicious or unusual with their usage rates.

Members can easily monitor their usage on the web: <http://aux.lsqt.net/user/fw>

For complete instructions, see: <http://lasqueti.ca/services/broadband#renew>

Bandwidth limits for a plan are defined per calendar month – they represent the maximum amount of data a member is allowed to transfer over the Wireless Internet Service in one calendar month. They do NOT represent an “average” usage, but a “maximum” usage. Thus, members should select a service plan with a maximum bandwidth limit substantially exceeding their average monthly usage requirements.

Overage Charges

LIAS pays our service provider for the total bandwidth used across the Wireless Internet System. To fairly distribute this bulk bandwidth cost among our members, LIAS offers a number of plans with different bandwidth limits – low-cost plans for members with low-bandwidth needs, and high-bandwidth plans for those heavier usage demands. To encourage members to select a plan that meets their needs, to monitor their usage, and to stay within the limits of their plan, LIAS charges a fee for overage.

General Overage Policy

- LIAS monitors bandwidth usage on all accounts;
- Any account that exceeds its bandwidth limits will accrue overage;
- Accounts accruing an overage will not be throttled, nor will LIAS issue any immediate notice or warning.
- LIAS assesses overages at the END of each month.
- An overage charge is assessed for any overage in a given calendar month
- The current overage charge can be found at:
<http://lasqueti.ca/services/broadband#overage>
- Invoices for overage charges are sent out, by e-mail, as early as possible the following month;
- Members are responsible for paying their overage fees in a timely manner, and for upgrading their own service plan if they anticipate the need for higher usage limits in future.

Exceptional Overage Policy

Exceptional circumstances may arise in which an overage accrues to an account through no fault of the member. In such circumstances, provided that the limitations set out below are adhered to, LIAS will consider waiving the overage charge on a case-by-case basis.

Examples

Unintended overage may arise in a number of ways, including:

1. **Faulty Update Software:** A faulty “auto-update” utility may repeatedly download software updates, resulting in large bandwidth usage, without every alerting the user nor manifesting any overt signs.
Member Advice: DO NOT allow software to “auto-update” – always set your preferences so each program asks you before performing an update.
2. **Bot-Net Virus:** Millions of PC’s are infected with bot-net viruses, and their owners are often completely unaware. These viruses can consume a lot of bandwidth as they typically run internet-intensive jobs, silently, in the background.
Member Advice: Run an up-to-date virus scan, and stay alert for large, unexpected bandwidth usage by monitoring your usage.

Limitations

LIAS maintains this Exceptional Overage Policy to the benefit of our members – we strive to treat members fairly and not to penalize them for unintended usage, outside their direct control. However, this policy might be open to abuse, and so LIAS places

the following strict limitations on the application of this policy – NO exception will be made for cases that do not meet these limitations. Circumstances that DO meet these limitations will be considered on a case-by-case basis.

- 1) The policy applies to discrete occurrences - it will not be applied to on-going or repeated overages.
- 2) The usage leading to an overage charge must be demonstrably out of the user's control. The policy does not apply simply because a member was unaware of their usage, or installed software with high bandwidth demands (e.g., torrents), or failed to understand the impact of a software use or update on their bandwidth use, or any other usages that are under their direct control.
- 3) A member experiencing suspicious or unexpected high bandwidth usage must alert LIAS technical support as soon as they notice the issue, and must work with LIAS tech support to identify and resolve the issue in a timely manner.
- 4) The onus is on the member to show that the overage was caused by factors outside their control - by default, members are responsible for ALL usage on their Wireless Internet Service account, whether they directly initiated the internet traffic or not.