

2 Circles Communications Limited  
Fair Usage Policy

Our tariffs are designed to be suitable for customers with typical usage patterns for UK businesses, and they are priced on this basis.

Accordingly, it is important that you understand what we consider to be “fair usage” in terms of the services that we provide to you. If your usage goes beyond the limits set out in this policy, you may be subject to additional charges or, in some circumstances, we may suspend your use of the services.

Please note that it is a requirement of your contract with us that you comply with this Fair Usage Policy. Details of our terms and conditions can be found at <http://www.2circles.com/legal/>

## **Mobile**

### *Allowances*

Limits and allowances are calculated on a pro-rata basis where a connection is active for only part of a billing period (for example, when your connection starts or ends).

### *Important exclusions*

Calls to premium rate and special numbers, other number ranges, call-forwarding services, and any calls made or received whilst roaming are not included as standard and will be charged at our prevailing rates for those types of calls. Event charges (for example, charges for downloads of ringtones or games) are also excluded from allowances, as are the use of any data services for which a special charge is made. Usage outside of what your service plan allows will be charged at the our then current charge rates.

### *Premium and special numbers*

We may from time to time change or update our list of premium rate and special numbers.

### *Unused allowances*

Unless otherwise stated in your service plan, unused allowances do not rollover from one month to the next, and you are not entitled to any refund in respect of any unused allowances (or part allowances), either at the end of any billing period or where a service ends.

Where a service plan includes an allowance, that allowance will be used before any bolt-on or bundle allowance.

### *Allowances*

The following sets out details of the relevant allowance specified in a service plan, bolt-on or bundle allowance:

|                |   |
|----------------|---|
| UK calls       | Calls made in the UK to UK landlines beginning 01, 02, 0800, 0500, and 0808, and calls made to UK mobile networks, excluding any form of premium rate or special numbers specified by us from time to time. |
| Text messages  | Standard person to person text messages (SMS) sent within the UK (excluding premium rate text messages).  |
| Landline calls | Calls made in the UK from a mobile to UK landlines beginning 01, and 02.  |
| Mobile data    | GPRS, Edge, 3g, 3G+, and 4G browsing of the internet up to the monthly data limit ordered.  |

|                     |  |
|---------------------|--|
| Voicemail           | Free from within the UK unless otherwise stated. Some features may incur additional charges.   |
| BlackBerry® UK Data | BlackBerry® data services and mobile data on the BlackBerry® handset in the UK (no tethering). |

### *Fair usage*

Fair usage policies apply to all unlimited offers as follows (we may vary these limits from time to time):

|                                   |  |
|-----------------------------------|--|
| All calls                         | 300 numbers per month                      |
| Landline calls                    | 3000 minutes per connection per month      |
| UK calls to other mobile networks | 3000 minutes per connection per month      |
| Calls to the same mobile network  | 3000 minutes per connection per month      |
| Roaming calls                     | 3000 minutes per connection per month      |
| Text messages                     | 3000 texts per connection per month        |
| UK data                           | As stated (per month) in your service plan |

### O2 Unlimited Tariffs

- Unlimited tariffs will be monitored for fair usage policy, 650GB will apply to domestic data traffic and 35GB per month on EU data roaming. Customers will not be charged for any UK data overage Unlimited Plans. However, customers who regularly exceed 650GB of domestic usage or regularly tether to more than 12 devices in line with our Fair Usage policy will be investigated. This will help us protect the experience for all our customers.
- EU Data Roaming will be capped at 35GB per month. Once customers reach this, they can still use data in our Europe Zone which will be charged.

### *Use outside notified limits*

Out of bundle usage will be charged as specified in the relevant service plan or otherwise at standard rates. Certain services are subject to a fair usage policy (as above) and/or limits, including use within a specified period of time. If your use of the services exceeds any limits on usage and/or any fair usage policy, in order to protect our network and its use by other customers, we reserve the right to:

- Charge you the applicable out of bundle rate for your excess usage;
- Reduce your access to the service(s) in question; and/or
- Require you to move to a more appropriate service plan or bolt-on or bundle.

We have no obligation to monitor your usage to ensure that you do not exceed the fair usage policies or any applicable limits.

Additionally, we may manage your bandwidth at peak times to preserve the best overall experience for the greatest number of customers.

### *Compatibility*

Not all services, bolt-ons or bundles are compatible with each other or with all equipment. You may need to purchase certain equipment to benefit from the full functionality and range of services.

### *General usage rules*

1. You must only use the mobile service or SIM cards for private, personal and legitimate business purposes. *Example: You must not use your SIM card to support any connection where the SIM card is fitted into equipment for use with applications that primarily transfer information between fixed systems and remotely located handsets or assets or any other remote computer systems.*
2. You must only use equipment, handsets or SIM cards for the purposes advertised, described in any user guides or service plans, or as instructed by us or the mobile network. You can't use a SIM card in, or connected to, any device or hardware other than the device or hardware that we supply it with, unless your service plan is a SIM-only plan (in which case, you can only use it in the type of device for which it is intended to be used). *Example: You must not use equipment, handsets or SIM cards other than as intended. Using your SIM card in a modem instead of a mobile phone or tablet would fall outside this Fair Usage Policy.*
3. You must not use, or allow anyone else to use, the mobile service or SIM cards for call forwarding services, concurrent calling, paging services, or onward calling services, or to contact numbers that pay a revenue share, and you cannot resell our or the mobile network's services. *Example: Do not make unusually high volumes of calls, multiple calls at the same time, or calls to earn financial revenue or any other reward, which would fall outside this Fair Usage Policy.*
4. You must not use the mobile service or SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages. *Example: Sending unusually high volumes of SMS messages, sending SMS message to an unusually high number of recipients or distribution groups, or sending any automated or unsolicited SMS messages (such as spam text messages) would fall outside this Fair Usage Policy.*
5. You must not use the mobile service or SIM card in such a way that we, or the relevant mobile network, reasonably believe adversely impacts the mobile network or service to other customers. *Example: Using the mobile network to do anything that slows down the performance of the network, or prevents other customers from using the network as intended because of congestion caused by your usage.*
6. You must not establish, install or use a gateway device without our prior written consent (including devices tethered by cable, Bluetooth or Wi-Fi, to a computer or the internet,

when used for making large volumes of calls or sending large volumes of texts). We can withhold our consent for such activity at our absolute discretion. *Example: Using gateway devices to send automated message or make automated calls would fall outside this Fair Usage Policy.*

7. You must not use the mobile service fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or to send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our or the mobile network's staff) or a hoax or which is in breach of any rights or anyone's privacy or which is otherwise unlawful. For the avoidance of doubt, the prohibited activities listed above, and mentioned in the following example, are non-exhaustive. We and the mobile network reserve the right to assess as a breach of this Fair Usage Policy any activity which we or they may consider to be inconsistent with a reasonable customer's good faith use of the mobile service. *Example: Making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content would fall outside this Fair Usage Policy.*
  
8. You may use the mobile service in the network's Europe Zone (where applicable) only for periodic travel, such as holidays, short breaks and short business trips. If you are not genuinely using the mobile service in this way, we may charge you for, or suspend you from, using the mobile service in the network's Europe Zone. *Example: Using the mobile service for the first time outside of the UK, or using the mobile service within the network's Europe Zone for prolonged periods that don't follow reasonable business, holiday or travel patterns and behaviour. If you use the mobile service in the network's Europe Zone for 30 or more days in any four-month period, this is likely to be considered an unfair use of the service and you will be in breach of this Fair Usage Policy.*

**Note: The above is not an exhaustive list of how you could breach our Fair Usage Policy. If we, or the mobile network, reasonably suspect that you are not complying with this policy, we reserve the right to impose further charges or to disconnect your SIM card or your tariff at any time, having attempted to contact you first.**

## **Connectivity**

### *Allowances*

Your use of our connectivity products is not subject to fixed data limits, provided that your usage does not adversely affect the ability of other customers (whether they are our customers or they are customers of the networks that we use to provide your connectivity) to use their connectivity services.

### *General usage rules*

It is contrary to our Fair Usage Policy for you (or anyone who you allow to use the connectivity products that we provide to you) to effect or participate in any of the activities listed below (whether actual or attempted and whether directly or indirectly) when using our connectivity products.

Each of the below practices (each, a "Prohibited Activity") constitutes abuse of our services, our third party supplier's network, our and their facilities, and interferes with other users of our and their services. Accordingly, these practices are prohibited.

1. Posting or sending messages substantially similar in content to 10 or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "List");
2. Posting or sending messages, articles, or other content to a List which are off-topic according to the charter or other owner-published FAQs or descriptions of the List;
3. Sending unsolicited commercial messages or communications in any form ("SPAM");
4. Falsifying user or other service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and internet protocol addresses, provided to us, our network providers, or to other users of our services, or engaging in any activities or actions intended to withhold or cloak your or your end users' identity or contact information;
5. Engaging in any other activity that:
  - a. violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, illegal images, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);
  - b. threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorisation);
  - c. attempts to use our service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;
  - d. otherwise degrades or interferes with other users' use of our service.
  - e. breaches a third party non-disclosure agreement or obligation; or
  - f. violates generally accepted standards of internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
6. Engaging in any of the activities listed above by using another provider's service, but

channelling the activity through a 2 Circles Communications account, remailer, or otherwise through a 2 Circle Communications Service.

Any indirect or attempted violation of this policy by or on behalf of a customer or a customer's end user, or any actual or attempted violation by a third party on behalf of a customer or a customer's end user, shall be considered a violation of this policy by such customer or customer's end user.

### *Rights and Remedies*

We may suspend and/or terminate your service at any time for any material failure of you, your representatives or your users to comply with this policy or for engaging (or permitting others to engage) in a Prohibited Activity (as determined by us or our third party network supplier, at our or their sole and absolute discretion). We, or our third party network supplier, may deny all traffic from known IP address blocks that support indiscriminate port scanning programs (such as Proxy Hunter), or any other unlawful activity, for the purpose of preserving your, our, and our third party network supplier's, system and network resources.

We, and our third party network supplier, reserve the right to, where feasible, implement technical mechanisms to prevent a Prohibited Activity. In addition, we reserve the right to charge you to cover administrative costs associated with your Prohibited Activities including, but not limited to, recovery of the costs of identifying offenders and removing them from our service or discontinuing providing our service, in an amount (i) equal to our actual expenses incurred in preventing or responding to such activity, or (ii) up to £500 (five hundred pounds sterling), whichever is greater.

For complaints of SPAM only: In addition to any applicable charges described above, we reserve the right to charge you the amount set forth under applicable law or, if no amount is specified, £10.00 (ten pounds sterling) per spam email, such messages being not only annoying to internet users, but also seriously affecting the efficiency and cost-effectiveness of our, and our third party network supplier's, network (they increase our and their costs by clogging the network, rendering websites inaccessible and potentially leading to down time of our, and their, customers' mission-critical internet applications).

Nothing in this Fair Usage Policy limits our rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

### *Password Protection*

Users are responsible for protecting their password and for any authorised or unauthorised use made of their password. You will not use or permit anyone to use our service to guess passwords or access other systems or networks without written authorisation. In the event a network or network device becomes compromised, we will assist in the tracking and/or expulsion of said offender on the network level to the extent we find reasonable, in our sole and absolute discretion.

## **PSTN, Future Office and SIP**

### *Allowances*

Limits and allowances are applied per PSTN line / Future Office licence / SIP trunk. They are calculated on a pro-rata basis where a connection is active for only part of a billing period (for example, when your connection starts or ends).

### *Important exclusions*

Calls to premium rate and special numbers, other number ranges, and call-forwarding services are not included as standard and will be charged at our prevailing rates for those types of calls. Usage outside of what your applicable call bundle allows will be charged at our then current charge rates.

Bundles are for normal business use only (i.e., where the making of calls is incidental to the main activity of the business or relevant part of the business). Additionally, they are not permitted to be used in call centres or where there is a dialler installed.

### *Premium and special numbers*

We may from time to time change or update our list of premium rate and special numbers.

### *Unused allowances*

Unless otherwise stated in your applicable call bundle(s), unused allowances do not rollover from one month to the next, and you are not entitled to any refund in respect of any unused allowances (or part allowances), either at the end of any billing period or where a service ends.

### *Allowances*

The following sets out details of the relevant allowance specified in a call bundle:

|                                       |   |
|---------------------------------------|---|
| UK calls                              | Calls made to UK landlines beginning 01, and 02, and calls made to UK mobile networks (Vodafone, EE, O2 and Three only), excluding any form of premium rate or special numbers specified by us from time to time. |
| Landline calls                        | Calls made to UK landlines beginning 01, and 02.  |
| Mobile calls                          | calls made to the following UK mobile networks only: Vodafone, EE, O2 and Three.  |
| International calls (PSTN lines only) | Calls made to USA, Canada, France, Germany, Spain, Portugal, Italy, Ireland, Netherlands, and China (up to a maximum of 60 minutes per call)  |

Unless you have an unlimited call bundle, the inclusive allowance for each type of call will be set out in your call bundle plan.

*Fair usage policy for unlimited call bundles*

Fair usage policies apply to all unlimited offers as follows (we may vary these limits from time to time):

| <b>PSTN</b>                           |   |
|---------------------------------------|---|
| All calls                             | 1,000 minutes per PSTN line per month   |
| Landline calls                        | 60 minutes per call (for calls exceeding 60 minutes, the excess above 60 minutes will be charged at our then current standard rate for this type of call) |
| Mobile calls                          | 60 minutes per call (for calls exceeding 60 minutes, the excess above 60 minutes will be charged at our then current standard rate for this type of call) |
| International calls (PSTN lines only) | 60 minutes per call (for calls exceeding 60 minutes, the excess above 60 minutes will be charged at our then current standard rate for this type of call) |

| <b>Future Office / SIP</b> |   |
|----------------------------|---|
| All calls                  | 4,000 minutes per Future Office licence / SIP trunk per month   |
| Landline calls             | 2,000 minutes in total per month, with a limit of 60 minutes per call (for calls exceeding 60 minutes, the excess above 60 minutes will be charged at our then current standard rate for this type of call) |
| Mobile calls               | 2,000 minutes in total per month, with a limit of 60 minutes per call (for calls exceeding 60 minutes, the excess above 60 minutes will be charged at our then current standard rate for this type of call) |
| International calls        | Not included. All calls will be charged at our then current standard rate for this type of call)  |

*Using call minutes*

Calls made will be deducted from your inclusive minutes allowance (or, for unlimited call bundles, the fair usage limits set out above) in one minute increments, with any part minutes rounded up to the next whole minute.

*Use outside notified limits*

Calls outside of your inclusive call allowance (or, for unlimited call bundles, calls outside of our fair usage limits above) will be charged at the rates set out in our then current Business Call Saver tariff, based on the duration of each call. Call charges will be rounded up to the next whole penny. Additionally, call set-up charges of 5p for each call to a UK mobile number and 2p for each call to a non-UK mobile number will also apply. Call set-up charges

for each call to an international number will also apply (these vary, depending on the destination).

We have no obligation to monitor your usage to ensure that you do not exceed the fair usage limits or any applicable bundle limits.

### *Tariff information*

We reserve the right to switch you to a more appropriate tariff or call bundle plan at any time, but we are not obliged to do so and have no duty to monitor your usage to ensure that you are on the most cost-effective call bundle plan

Unlimited call bundles are available to business customers only.

You cannot change your tariff or call bundle plan during your contractual commitment period.

### *Compatibility*

Not all service features are compatible with each other or with all equipment. You may need to purchase certain equipment to benefit from the full functionality and range of services.