

## **FAIR USAGE POLICY**

### **1. INTRODUCTION**

KCOM Group PLC and its subsidiaries (“Us”, “We” or “Our”) have formulated this fair usage policy in order to encourage the responsible use of Our networks, systems, services, and products (collectively “Our Network and Services”) by our customers (“You” or “Your”) and other users (“Users”), and to enable us to provide You with secure, reliable and productive services.

- 1.1. This Fair Usage Policy (“Policy”) sets out:
  - 1.1.1. The minimum standards of behaviour required from You when You use Our Network and Services;
  - 1.1.2. Certain actions which are prohibited; and
  - 1.1.3. What we may do if You fail to comply with this Policy.
- 1.2. The actions prohibited and the minimum standards set out in the Policy are not a complete list. Generally, conduct that violates law or regulation whether or not expressly mentioned in the Policy, is prohibited. We reserve the right at all times to prohibit activities that damage Our commercial reputation or interests. If You are unsure about any contemplated action or use please contact [business.sales@kcom.com](mailto:business.sales@kcom.com).
- 1.3. By using the Services You agree to be bound by our Policy.

### **2. EXCESSIVE USAGE**

- 2.1. This Policy applies to both the Local and UK National Call Packages available on certain Business Lines, provided by KC within the area designated as having significant market power for the provision of telephony services. This includes Hull and the surrounding areas. Local data calls do not form part of the inclusive element of the Local and UK National Call Packages. As such, local data calls do not form part of this Policy.
- 2.2. If We agree to supply You with inclusive local or national calls as part of Our Local and UK National Call Packages, You must ensure that You use any local or national calls with consideration for other users. This means that:
  - 2.2.1. any inclusive local or national calls should only be made for Your genuine business use;
  - 2.2.2. any inclusive national calls (which means calls made to numbers beginning 01, 02 or 03) should not exceed a total of 5000 minutes per line in any one calendar month. For the avoidance of doubt, We will aggregate the number of minutes used and take an average, if We supply multiple lines to You; and
  - 2.2.3. no individual call should exceed 4 hours in duration.
- 2.3. We reserve the right to charge for some or all of the minutes which exceed these limits and/or suspend Services, in some circumstances.

### **3. VIOLATION OF THIS POLICY**

- 3.1. If You contravene this Policy in respect of any national calls that You make as part of the UK National Package, You will be charged at the national call rate for the Local Calls Package, as published in the Price Manual.
- 3.2. If You contravene this Policy in respect of any local calls that You make as part of either the Local or UK National Call Packages, You will be charged at the national call rate for the Local Call Package, as published in the Price Manual.
- 3.3. Please see the Price Manual for further details. We will endeavour to contact all customers affected by these charges before the charges are invoiced.
- 3.4. If We suspend the Services We provide to You, for any reason whatsoever You may be liable to pay a Reconnection Charge if We agree to resume such Services, plus all reasonable costs and expenses (including legal fees) that We may incur, if We have reasonable justification for doing so.