

# Fair Use Policies & Acceptable Use Policy

Intouch Communications Ltd reserves the right to change this policy at any time. Changes become effective when a revised policy is posted on our website.

## A FAIR USE POLICY

### Cloud Phones / VoIP Calling

This Fair Use Policy is applicable to our **Cloud Phones / VoIP Calling Services**:

- (a) Each User Licence has an allowance of 2500 minutes of which a maximum of 700 minutes may consist of calls to UK mobiles (as defined in clause f below).
- (b) Inclusive calls are limited to 60 minutes per call.
- (c) Local and national geographic numbers are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (08xx including 0845 and 0870) premium rate numbers (09xx), internet access numbers or calls to the Channel Islands.
- (d) Local and national geographic numbers do not include international calls (unless otherwise stated in your contract).
- (e) If your rate includes minutes to international numbers, certain selected destinations (which may vary from time to time) may be excluded dependent on the exact call price plan we agree with you
- (f) If your rate includes minutes to UK mobiles, this refers to calls to Vodafone, O2, EE (T-Mobile and Orange) and Virgin only. Please note this does not include calls to Three (unless otherwise stated), Lyca or Lebara mobiles, Mobile Other or any mobile virtual network operator not based on the UK GSM cellular networks.
- (g) If during any monthly billing period you exceed 2500 minutes usage we may terminate your service immediately or, at our sole discretion if we consider it appropriate, we may suspend your service and offer you an alternative call plan applicable to your usage. If having offered you an alternative you do not agree to move to the new call plan we reserve the right to terminate your service immediately. Termination charges apply.

### MOBILE FAIR USAGE POLICY

Unlimited Allowances

Intouch Communication's unlimited mobile bundles are truly unlimited where usage is appropriate to subscription type. Inappropriate usage would be considered as the following:

- > Any usage outside normal commercial practice
- > Any usage made via automated means (also see Gateway/AIT FUP)
- > Any usage that damages or impairs the hosting network
- > Any usage considered fraudulent, abusive, illegal or a nuisance
- > Data usage where users regularly tether to 12 or more devices or have used 650GB of data twice within a 6 month period
- > Data usage where roaming outside of the UK and exceeding more than 25GB within a single billing period\*

We may investigate usage in order to ascertain whether your unlimited usage is in line with these guidelines.

In the event inappropriate usage is determined then we reserve the right to restrict services, adjust the plan or terminate the agreement based on the severity of the misuse. Termination charges apply in full that need to be paid in full within 14 days.

\*In line with Vodafone changes, and as communicated by Intouch Communications in update WM024, in the instance of Vodafone

Unlimited data tariffs, charges of £3.34 per GB will apply as standard after the initial 25GB roaming fair usage allowance is exceeded.

### Gateways/Artificially Inflated Traffic (AIT)

Intouch Communications does not allow SIMs to be used in any equipment which enables the routing of calls or data (including, without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile to mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. Intouch

## Fixed Line

This Fair Use Policy is applicable to our **Fixed Line** Phone Services:

- (h) 2000 minutes of which a maximum of 500 minutes may consist of calls to numbers other than UK local and national geographic numbers (unless otherwise stated)
- (i) Inclusive calls are limited to 60 minutes per call.
- (j) Local and national geographic numbers are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (08xx including 0845 and 0870) premium rate numbers (09xx), internet access numbers or calls to the Channel Islands
- (k) Local and national geographic numbers do not include international calls
- (l) If your rate includes minutes to international numbers, certain selected destinations (which may vary from time to time) may be excluded dependent on the exact call price plan we agree with you
- (m) If your rate includes minutes to UK mobiles, this refers to calls to Vodafone, O2, EE (T-Mobile and Orange) and Virgin only. Please note this does not include calls to 3 (unless otherwise stated), Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks

## Broadband

Our broadband packages are subject to Fair Use Policy and all broadband packages are subject to our Acceptable Use Policy."

## Excess Use

If you exceed the limits included in our fair use policy:

- (a) we will charge you our then standard call rates which you can find on our Website (the "**Standard Rate**").
- (b) where a fixed line call exceeds 60 minutes, the excess call time over 60 minutes will be charged at your Standard Rate.
- (c) We reserve the right to:
  - (i) switch you to a more appropriate rate or call price plan at any time;
  - (ii) suspend your Services; or
  - (iii) to terminate our Agreement with you with immediate effect

We will act reasonably when we apply any of the measures specified in clause Excess Use above.

## **B ACCEPTABLE USE POLICY**

You must not use our Broadband Services, including associated computer security or backup services and software:

- (a) in a way that breaches any legislation or any licence applicable to you or that is in any way unlawful or fraudulent; or
- (b) to deliver, knowingly receive, upload, download, use or re-use any information or material which is abusive, defamatory, grossly offensive, indecent, obscene or menacing or in breach of the privacy rights of any individual; or
- (c) to deliver, knowingly receive, upload, download, use or re-use any information or material which is offensive or discriminatory to people on grounds of gender, sexual orientation; age, race, colour, disability, religion or belief; or
- (d) to distribute child pornography or in any way for the purpose of harming or attempting to harm minors in any way; or
- (e) to send or procure the sending of any chain letters or unsolicited advertising or promotional material ("spamming"); or
- (f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- (g) in any way which threatens the integrity and/or security of any network or computer system; or
- (h) in any way which degrades or interferes with other users' use of any of our services or may, in our opinion, do so ; or

- (i) to attempt to gain unauthorised entry to any site or network; or
- (j) in any way that contravenes generally accepted standards of internet or other network conduct and usage; or
- (k) in an way which infringes any intellectual property rights of any third party or breaches a third party non-disclosure agreement or obligation; or
- (l) in any way that does not comply with our specific instructions or to send, knowingly receive, upload, download, use or re-use any material which we deem inappropriate.

If we believe that your use of our Broadband Services is:

- (a) in breach of our Acceptable Use Policy; or
- (b) is adversely affecting:
  - (i) our network (or any part of it); or
  - (ii) our other customers' use of our services

We reserve the right to manage or regulate your usage. We will not impose any restrictions on your use of our Broadband Services without prior notice unless we are required to do so by our own suppliers or if after we have sent you a notice, we believe that your use of the Broadband Services continues to be in breach of our Acceptable Use Policy or to adversely affect our network (or any part of it) or our other customers' use of our services then we may manage the type of traffic you are passing and/or suspend or terminate your Services. You can contact us by email at [enquiries@intouchcomms.co.uk](mailto:enquiries@intouchcomms.co.uk) or by calling our customer services team on 01252 241 020 if you wish to discuss any action we have taken.

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