

1. **Fair Usage Policy A – this applies to all ‘Mobile phone’ services where customers are being billed for their mobile phone calls and data usage via a SIM card.**

Unlimited data tariffs:

Unlimited Allowances – ‘unlimited’ bundles are 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 > 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. If an end user on a UK unlimited data tariff on either network exceeds the 25GB roaming limit outside of the UK, a charge of at least £2 per GB will be charged dependant on location.

Data roaming:

In line with Roam Like At Home legislation, we have introduced a Fair Usage Policy to ensure end user allowances are being used appropriately whilst roaming.

> Inclusive roaming services on our mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis. > If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as World Travel Select and/or legislation such as Roam Like At Home), and they have spent more time abroad than at home with their roaming use exceeding their domestic use, we will consider them a permanent roamer and charges will apply in line with our standard roaming out of bundle costs.

Please be aware that roaming activity will continue to be measured over a four-month period. Babble reserve the right to disconnect subscriptions and apply a standard £30 Cease Fee per subscription, in instances where terminations occur due to breach of listed policies.

2. **Fair Usage Policy B – this applies to all other telephony services (inc. Cloud Comms, Unified Comms, Teams Phone, Hosted, VoIP, SIP, ISDN, PSTN, Analogue lines)**

Unlimited Allowances

Inappropriate usage would be considered as the following:

- Any usage outside of normal commercial practice
- Any usage made via automated means
- Any usage that damages or impairs the hosting network
- Any usage considered fraudulent, abusive, illegal or a nuisance

Babble or the network may investigate usage to ascertain whether your unlimited usage is in line with these guidelines. In the event appropriate usage is determined then we reserve the right to restrict services, adjust the monthly subscription bundle price or terminate the agreement based on the severity of the misuse.

Your bundle price may have been calculated based on an average of the last 12 months of call charges (or less if you have recently moved to Babble's billing platform or it has been agreed on the Order Form).

Babble may review bundle utilisation on a monthly basis and if during a consecutive 3-month period your call volumes have increased more than 20% based on the original calculation we reserved the right to withdraw or change the monthly bundle subscription price by giving you no less than 30 days' written notice.

Babble reserve the right to suspend the service without prior notice and/or remove this offer and charge retrospectively for all call usage should we reasonably suspect the service is being used to generate artificially inflated traffic, or used for activity that is fraudulent, abusive, illegal or a nuisance.

This offer can be withdrawn at any time by Babble and we reserve the right to remove the bundle and return call rates to Babble's standard rate card.