

Fair Use Policies & Acceptable Use Policy

bOnline reserves the right to change this policy at any time. Changes become effective when a revised policy is posted on our website. **As we have many products ensure you're reviewing the correct fair usage policy for your services. If you have questions about which policy relates to your services, please contact customerservice@bonline.com**

A FAIR USE POLICIES

1) Cloud Phones / VoIP phone systems

(bOnline VoIP products sold after 2020 using bOnline branded apps)

This Fair Use Policy is applicable to our **bOnline phone / VoIP system** services:

- (a) 2,800 minutes to UK Local and National Geographic numbers, comprised of 2,000 UK landline minutes and 800 UK mobile minutes (as defined in clause d below) plus minutes may consist of calls to UK major 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 depending 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), Virgin and 3 only. Please note this does not include calls to Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks
- (g) If during any monthly billing period any users exceed on average 5000 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.
- (h) International Call Packages – Fair Usage
If your rate includes minutes to international destinations, the following fair usage limits apply:

INTL Saver £6: 500 international minutes
INTL Saver £10: 1000 international minutes
ULTD INTL Saver £5: 1500 international minutes

These minutes apply to selected destinations only. A list of included destinations is available upon request and is subject to change.

Once the fair usage limit is reached, or if you call destinations not included in your selected international calling plan, calls will be charged at the current international rate card on a per-minute basis.

(i) International PAYG Calls

Calls to international destinations not included in your inclusive package, or any international calls made without an international call package, will be charged on a pay-as-you-go (PAYG) basis at the current international rate card per minute.

2) Cloud Phones / VoIP phone systems

(bOnline product VoIP1.0 sold 2018 - 2020 using UC Communicator and Broadsoft apps)

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

- (a) 2,200 minutes to UK Local and National Geographic numbers (as defined in clause d below) plus 1,000 minutes may consist of calls to UK major mobiles (as defined in clause g below).
- (b) 200 landline minutes of inclusive international destinations as set out in the tariff sheet.
- (c) Inclusive calls are limited to 60 minutes per call.
- (d) 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.
- (e) Local and national geographic numbers do not include international calls (unless otherwise stated in your contract).
- (f) If your rate includes minutes to international numbers, certain selected destinations (which may vary from time to time) may be excluded depending on the exact call price plan we agree with you
- (g) If your rate includes minutes to UK mobiles, this refers to calls to Vodafone, O2, EE (T-Mobile and Orange), Virgin and 3 only. Please note this does not include calls to Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks
- (h) If during any monthly billing period any user exceeds on average 3000 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.

- (i) International Call Packages – Fair Usage
If your rate includes minutes to international destinations, the following fair usage limits apply:
- INTL Saver £6: 500 international minutes
 - INTL Saver £10: 1000 international minutes
 - ULTD INTL Saver £5: 1500 international minutes

These minutes apply to selected destinations only. A list of included destinations is available upon request and is subject to change.

Once the fair usage limit is reached, or if you call destinations not included in your selected international calling plan, calls will be charged at the current international rate card on a per-minute basis.

- (j) International PAYG Calls

Calls to international destinations not included in your inclusive package, or any international calls made without an international call package, will be charged on a pay-as-you-go (PAYG) basis at the current international rate card per minute.

3) Fixed Line

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

- (a) 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)
- (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
- (e) If your rate includes minutes to international numbers, certain selected destinations (which may vary from time to time) may be excluded depending 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), Virgin and 3 only. Please note this does not include calls to Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks

4) Broadband (Includes Fibre)

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.

5) Broadband (Includes 4G/5G SIMS)

Our broadband packages that include 'unlimited data' are subject to Fair Use Policy and all packages are subject to our "Acceptable Use Policy".

Current fair usage limits on unlimited packages set per calendar month are as follows:

- Three Network 200 GB UK Data
- EE Network 30 or 200 GB UK Data (depending on package)

If the stated fair use limits are breached twice in any 3 months, then Data speeds may be impacted and artificially reduced for the remainder of your monthly billing cycle. bOnline also reserves the right to request that the connection be removed from the network.

bOnline do 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.

bOnline reserve the right to suspend services without notice should we believe that such equipment is being used.

Excess Use

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

- (d) we will charge you our then standard call rates which you can find on our Website (the “**Standard Rate**”).
- (e) where a fixed line call exceeds 60 minutes, the excess call time over 60 minutes will be charged at your Standard Rate.
- (f) We reserve the right to:
 - (iv) switch you to a more appropriate rate or call price plan at any time;
 - (v) suspend your Services; or
 - (vi) 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.

6) Website Support

This Fair Use Policy is applicable to our Website Support:

- (a) a bOnline 'Self Managed' package Only to receive support via email for reporting website "bugs" and curtail errors
- (b) Up to 10 email and phone queries per month for the 'Business Support' package
- (c) Up to 2 hours of website content amendments and/or guidance for the 'bOnline Managed' package
- (d) Up to 2 hours of website content amendments and/or guidance for LSEO package
- (e) LSEO customers will also receive two hours of SEO related work per month.

B ACCEPTABLE USE POLICY (Broadband/Fibre/4G/5G)

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

C FAIR USAGE TOTAL CARE POLICY

This Fair Use Policy is applicable to our Total Care benefit:

- (a) Total Care engineering visits are covered up to £150 or 2 visits per year whichever is reached first

- (b) Total Care router replacements will be subject to the approval and requirement of bOnline faults staff - delivery charges may apply
- (c) Total Care Engineering visits cover what is covered under Openreach faults diagnosis, and doesn't include socket moves, or internal equipment, etc.
- (d) Total Care benefits rest each calendar year; and
- (e) Total Care value cannot be rolled over at the end of the year and all unused benefits expire at the end of each calendar year.
- (f) Customers must be in good standing with invoice and have no outstanding balances to access Total Care benefits
- (g) Total Care is non-transferable and has no cash value, and may not be redeemed as credit towards bills, etc.
- (h) bOnline holds full and final discretion on using Total Care and has the right to refuse the use of Total Care benefits
- (i) Customers using Total Care benefits will not be able to remove charges until the end of the calendar year.

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 customerservice@bonline.com or by calling our customer services team on 020 3617 9950 if you wish to discuss any action we have taken.

We may revise our Fair Use Policy and/or our Acceptable Use Policy in accordance with clause 30 of the Business General Terms.