



Fair Usage Policy

Switch For Good!





Broadband



Mobiles



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Security

FAIR USAGE POLICY

1. PURPOSE AND SCOPE

1.1 Application

This Fair Usage Policy ("Policy") applies to all 4G, and 5G Mobile Broadband Services supplied by V4 Consumer Ltd ("V4 Consumer", "we", "us" or "our") to customers and end users ("you" or "your").

This Policy forms part of, and should be read together with, our applicable **V4 Consumer Terms and Conditions** and any other agreement governing the provision of the Services.

1.2 Purpose

The purpose of this Policy is to ensure the fair, efficient and reliable operation of our Services for all users. Our Mobile Broadband Services are delivered through third-party mobile network infrastructure and are intended to provide high-quality connectivity whilst protecting network performance, capacity, stability and security.

To prevent excessive usage from adversely affecting network performance, service quality or other customers, we apply the fair usage measures set out in this Policy.

1.3 Compliance with Laws

When using the Services, you must comply with all applicable laws and regulations.

You must not use the Services:

- a) For the improper use of a public electronic communications network in a manner that constitutes, or would constitute, an offence under Section 127 of the Communications Act 2003;
- b) To gain unauthorised access to any computer, system or network, or to carry out any activity that constitutes an offence under the Computer Misuse Act 1990;



- c) To commit any offence under the Regulation of Investigatory Powers Act 2000 or any legislation replacing or supplementing it; or
- d) To commit any offence under any other applicable law or regulation.

1.4 Acceptance of Policy

Use of the Services constitutes acceptance of this Policy.

1.5 Policy Changes

We reserve the right to amend this Policy from time to time. The latest version will be made available on our website and shall take effect from the date of publication unless otherwise stated.

2. CUSTOMER RESPONSIBILITIES

2.1 Responsible Use

You are responsible for all activities carried out using the Services and for all devices, systems and users connected through your internet connection.

You must use the Services responsibly and in a manner that does not adversely affect our network, systems, infrastructure, suppliers or other customers.

2.2 Prohibited Activities

You must not use, attempt to use, or permit the Services to be used to:

- a) Store, transmit or distribute material that is unlawful, offensive, obscene, abusive or otherwise prohibited by law;
- b) Store, transmit or distribute content that infringes any copyright, trademark, trade secret, intellectual property right or other third-party right;
- c) Defame, harass, threaten, intimidate, abuse or otherwise violate the rights of any person;



- d) Conduct any unlawful, fraudulent or deceptive activity;
- e) Access, monitor or use any system, network, data or account without proper authorisation;
- f) Probe, scan, test or exploit the vulnerability of any system or network;
- g) Interfere with, compromise or attempt to compromise the security, integrity or operation of any network, system or service;
- h) Introduce, distribute or facilitate the spread of malware, viruses, ransomware or other malicious software;
- i) Generate spam, unsolicited communications, bulk messaging or similar activities;
- j) Overload, disrupt or impair any network, service or system, including through excessive bandwidth usage;
- k) Collect, harvest, store or disclose personal data or confidential information without lawful authority;
- l) Tamper with, hinder or make unauthorised modifications to any network, service or system; or
- m) Assist, encourage, authorise or facilitate any other person to undertake any of the activities listed above.

2.3 Notification Obligation

If you become aware of any unauthorised, unlawful or prohibited use of the Services, you must promptly notify us and take all reasonable steps to prevent the activity from continuing.

3. FAIR USAGE ALLOWANCE

3.1 Monthly Fair Usage Threshold

All 4G and 5G Mobile Broadband Services marketed as "Unlimited", "Uncapped" or similar are subject to a **Fair Usage Threshold of 300GB per billing month.**



The Fair Usage Threshold is intended to preserve network performance and ensure fair access to network resources for all customers.

3.2 Usage Exceeding the Threshold

Where usage exceeds 300GB during a billing month, we may review the usage and, where reasonably necessary to protect network performance, service availability or service quality, take one or more of the following actions:

- a) Reduce upload and/or download speeds;
- b) Apply traffic management measures;
- c) Restrict or suspend data services temporarily;
- d) Recommend or offer a more appropriate tariff or package based on your usage profile
- e) Apply any applicable excess usage charges disclosed in the relevant agreement or tariff.

Any action taken will be reasonable, proportionate, and based on the circumstances of the individual case.

4. AUTHORISED USE OF MOBILE BROADBAND SIMS

4.1 Permitted Use

SIM cards supplied under a 4G/5G Mobile Broadband tariff are intended solely for use in compatible broadband routers, failover devices, gateways, mobile hotspot devices or other approved equipment as we may authorise from time to time.

4.2 Excessive Usage and Prohibited Activities

The Service is provided for normal, reasonable, and lawful use. You must not use the Service in a manner that generates excessive, abnormal, artificial or disproportionate levels of traffic, usage or network demand.



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Without limitation, the following may be treated as excessive or prohibited usage:

- a) Usage that materially exceeds the applicable Fair Usage Threshold;
- b) Persistent or unusually high levels of domestic or roaming data consumption;
- c) Continuous or excessive streaming, downloading, uploading or file-sharing activities that place an unreasonable burden on network resources;
- d) Use by multiple users, devices or connections resulting in unusually high traffic volumes inconsistent with the intended purpose of the Service;
- e) Artificial, automated or inflated traffic generation;
- f) Unusually high volumes of voice calls, SMS messages or data sessions;
- g) Bulk, automated, unsolicited or spam communications;
- h) Use of SIM gateways, SIM banks, call routing equipment or similar devices without our prior written consent;
- i) Any activity which causes us to incur additional charges, penalties, restrictions or warnings from a network operator, supplier or wholesale provider; or
- j) Any use which, in our reasonable opinion, adversely affects network performance, service quality, security, stability, or the experience of other customers.

4.3 Roaming Charges

Where roaming services are available or enabled, you remain responsible for all charges incurred through use of the Service, including any roaming charges.

5. USE-CASE VIOLATIONS

5.1 Definition

A **Use-Case Violation** occurs where a Mobile Broadband SIM is used:



- a) In equipment for which the tariff was not intended;
- b) For activities prohibited under this Policy;
- c) In a manner inconsistent with the agreed service type; or
- d) In a way that creates excessive operational, commercial or network impact.

5.2 Consequences of a Use-Case Violation

Where we reasonably determine that a Use-Case Violation has occurred, we may:

- a) Contact you to discuss the issue and request corrective action;
- b) Restrict or suspend the affected Service;
- c) Require migration to a tariff that more accurately reflects the actual usage profile;
- d) Where permitted under the applicable agreement, recover any reasonable costs, charges or losses incurred as a result of the Use-Case Violation; and/or
- e) Terminate the Service in accordance with the applicable agreement after providing notice.

Except where immediate action is reasonably necessary to protect network security, prevent fraud, comply with a legal obligation or protect the integrity of the Service, we will normally seek to notify you before restricting or suspending the Service.

6. MONITORING AND NETWORK PROTECTION

We reserve the right to monitor usage patterns and investigate activity where we reasonably believe that a customer's use of the Service:

- a) Exceeds the Fair Usage Threshold;
- b) Adversely affects network performance or other customers;



- c) Breaches this Policy;
- d) Creates security, operational or commercial risks; or
- e) Is inconsistent with the intended purpose of the Service.

We may take such reasonable and proportionate measures as necessary to protect our Services, infrastructure, suppliers, customers, and network operations.

7. BREACH OF THIS POLICY

Where we reasonably believe that you have breached this Policy, we may take one or more of the following actions:

- a) Issue a warning;
- b) Require corrective action;
- c) Apply traffic management or network protection measures;
- d) Restrict access to all or part of the Service;
- e) Suspend the Service; and/or
- f) Terminate the Service in accordance with the applicable agreement.

Any action taken shall be proportionate to the nature and severity of the breach.

8. CONTACT US

If you have any questions regarding this Policy or your use of the Services, please contact us:

Support Team: support@v4consumer.co.uk

Alternatively, you may contact your Account Manager at am@v4consumer.co.uk or call us on **0330 118 8871**.



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