Business

# O2 Business Fair Usage Policy

If you are an O2 pay monthly or a pay as you use business customer, you have certain usage obligations. This fair usage policy ("Fair Usage Policy") explains your usage obligations, how to avoid breaching these obligations and what will happen if you breach or and fall outside of this Fair Usage Policy.

Please note that compliance with this Fair Usage Policy is a requirement of your contract with O2. Details of your terms and conditions can be found on www.o2.co.uk/termsandconditions/business.

### Your obligations

1. You must only use the services or O2 SIM cards for private, personal and legitimate business purposes.

**What to avoid:** You must not use your O2 SIM card to support any connection where the SIM card is fitted into equipment for use with applications that primarily transfer information between fixed systems and remotely located handsets/assets or any other remote computer systems.

2. You must only use equipment or O2 SIM cards for the purposes advertised, described in any user guides, or as instructed by us. You can't use an O2 SIM card in or connected to any device or hardware other than the device or hardware it is supplied with.

**What to avoid:** Using equipment or O2 SIM cards other than as intended. For example, using your O2 SIM card in a modem instead of a mobile phone or tablet would fall outside this Fair Usage Policy.

3. You must not use, or allow anyone else to use, the services or O2 SIM cards for call forwarding services, concurrent calling, paging services, and onward calling services or to contact numbers that pay a revenue share and you can't resell our services.

**What to avoid:** Making unusually high volumes of calls, making multiple calls at the same time or making calls to earn financial revenue or any other reward from these calls would constitute use of our services or O2 SIM cards that would fall outside this Fair Usage Policy.

4. You must not use our services or O2 SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages.

**What to avoid:** Sending unusually high volumes of SMS messages, sending SMS messages to an unusually large number of recipients or distribution groups or sending any automated or unsolicited SMS messages. For example, sending spam text messages would fall outside this Fair Usage Policy.

5. You must not use our services or an O2 SIM card in such a way that in our reasonable opinion we reasonably believe adversely impacts our network or the service to our other customers.

**What to avoid:** Using our services to do anything which slows down the performance of the network, or prevents other customers from using the network as intended because of congestion caused by your usage of the services.

6. You must not establish, install or use a gateway device without our prior written consent (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.

**What to avoid:** Using gateway devices to send automated messages or make automated calls would fall outside this Fair Usage Policy.

7. You must not use our services fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any rights or anyone's privacy or is otherwise unlawful.

**What to avoid:** Making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content are examples of use that would fall outside this Fair Usage Policy.

For the avoidance of doubt the prohibited activities listed above is a non- exhaustive list. O2 reserves the right to assess any activity which it may consider inconsistent with a reasonable customer's good faith use of the services provided by O2.

8. You may use our services in our Europe Zone for periodic travel only, like holidays or short breaks. If you're not genuinely using our services for periodic travel we may have to charge you for, or suspend you from, using our services in our Europe Zone.

**What to avoid:** Using our services for the first time outside of the UK or using our services within our Europe Zone for prolonged periods which don't follow reasonable business holiday or travel patterns and behaviour. If you use our services in our Europe Zone for 60 or more days in any four month period this is likely to be deemed to be an unfair use of our services and you will be in breach of this Fair Usage Policy.

9. You must not use our service in a way which deliberately games or exploits to your advantage the design of our billing or call record systems.

**What to avoid:** if you are using the service in a particular way which exploits the design of our billing and call record systems we will write to you telling you that you must stop using the service in this way. You must stop doing so.

**What happens if your usage falls outside this Fair Usage policy?**

Calls and texts: If we reasonably suspect you're not complying with this policy, we reserve the right to impose further charges or disconnect your O2 SIM card or your tariff at any time, having attempted to contact you first.

Data use: When you use a lot of data, it slows things down for everyone. So to keep things fair, we keep an eye on how much data you, and all our customers, use. We can use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for other customers. This may happen at specific times of day and/or in specific locations. We may impose network protection controls which may reduce your speed, remove access to your tariff allowances or Bolt Ons, impose further charges to your account, and/or disconnect your O2 SIM card at any time. Information about traffic shaping and throttling can be found here:

O2 | Accounts | Sign in | View bills , balances and emails in your My O2 account

Remember that this isn't an exhaustive list of how you could be breaching this Fair Usage Policy. If we reasonably suspect you're not complying with this policy, we reserve the right to impose further charges or disconnect your O2 SIM card or your tariff at any time, having attempted to contact you first.

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