

## **Internet Access: Fair Usage policy**

### **a. Introduction**

Chess's relationships with its customers, other networks, and ultimately its connectivity to the rest of the internet, require its customers to behave responsibly. Accordingly, Chess cannot permit irresponsible behaviour by its customers, which could damage these relationships, Chess's network or the use of the internet by others.

Compliance with this Fair Usage Policy is a contractual requirement. If you fail to do so, your service may be suspended or terminated.

### **b. Heavy Usage: Heavy users of the service are Customers who in Chess's reasonable opinion could be seen to be over-using their contended service.**

### **c. Fair Usage**

#### **a. Products with an Allowance:**

On products marked with a defined Usage allowance or Max Allowance usage charges will apply per gigabit over the allowance limit at the prevailing chargeable rate.

#### **b. Products with no allowance or unlimited products**

These are governed by Fair Usage Limits below unless this is expressly communicated at point of sale:

ADSL/FTTC/ANNEX-M – The fair usage limit is 40GB per calendar month

SDSL – The fair usage limit is 100GB per calendar month

EFM – There are no fair usage limits

Leased Lines – there are no fair usage limits

#### **c. Fair Usage rules**

Any customer with between 100% and 200% of their fair usage limit within the calendar month will be contacted by phone and/or email advising them of their usage. In the event that their average daily usage does not drop to acceptable usage levels within 5 working days their service will be suspended.

Any customer with usage greater than 200% of the fair usage limit for their service within the calendar month will have their service suspended immediately.

Suspended accounts will only be reconnected when the customer confirms, in writing, their intent to adhere to our fair usage policy. On a second offence within a 12 month period they will be warned that a 3<sup>rd</sup> offence will result in the automatic termination of their service and the levying of cancellation charges if in contract. On any 3<sup>rd</sup> offence we will terminate the service.

Acceptable Usage is defined as no more than a 30th of the monthly fair usage limit.