

FAIR USE POLICY

Chess' relationships with its Customers, Third Party Supplier's and ultimately its connectivity to the rest of the internet, require Chess Customers to behave responsibly. Accordingly, Chess cannot permit behaviour by its Customers that could jeopardise these relationships, Chess' network or the use of the internet by others. For this reason, we have a Fair Use Policy (FUP).

This policy applies where the level of usage, or projected usage, is unreasonable and/or significantly in excess of what Chess would expect from a typical Customer. This FUP also sets out actions that may be taken in the event of breach of the FUP and how you can get in contact if you have any questions or concerns.

1. FAIR USAGE THRESHOLDS

1.1. Service(s) with a set allowance

1.1.1. Services that have a defined allowance or max allowance will be clearly set out in an Order. Usage charges will apply per gigabit over the allowance limit at the prevailing chargeable rate as detailed in Chess' Tariffs.

1.2. Service (s) without a set allowance

1.2.1. These Services are governed by the fair usage thresholds outlined below unless otherwise agreed and set out in the Order:

ADSL/FFTC/ANNEX-M – 40GB per calendar month

SDSL – 100GB per calendar month

EFM – Unlimited

Leased Lines – Unlimited

Each a (Fair Usage threshold)

1.3 In relation to NBC customer contracts acquired by Chess in November 2024, fair usage applies to all unlimited call packages. This is 1,000 minutes for the NBC UK Local and National bundle, 1,500 minutes for the NBC Local, National and Mobile bundle, and 5,000 minutes for the NBC Cloud Voice tariffs (consisting of 2,500 local and national minutes and 2,500 mobile minutes). We reserve the right to switch customers with excessive call volumes (e.g., telemarketers etc.), to a more appropriate tariff at any time.

2. USAGE ABOVE THE FAIR USAGE THRESHOLD

2.1. If at the absolute discretion of Chess, Chess is of the opinion that that the Fair Usage Threshold has been exceeded, Chess shall contact you and take action as set out below:

2.1.1. Customers with usage between 101% and 200% of the Fair Usage Threshold within the calendar month will be contacted. If the average daily use does not drop to acceptable usage levels within five (5) Working Days following such contact, the affected Service shall be suspended immediately.

2.1.2. Customers with usage above 201% of the Fair Usage Threshold within the calendar month will have their service suspended immediately.

2.2. An account that has been suspended will only be reconnected once the Customer confirms, in writing, that they shall comply with this FUP. If the Fair Usage Threshold is exceeded at least three times within a 12-month period, the Customer's affected Service will be immediately terminated and any associated termination charges shall become due.

3. GENERAL

3.1. Words that are capitalised have the meanings given to them in the General Conditions and/or associated Schedule.

3.2. Chess may update the FUP from time to time, so:

3.2.1. please check Chess' website regularly at <https://chessict.co.uk/legal/> for updates; and

3.2.2. please note that your continued use of the Service(s) after any change will mean that you have accepted the updated version of the FUP.

4. HOW TO GET IN TOUCH

4.1. If you have any questions about this FUP, please contact your Account Manager.