

Points of Note – Fair Usage Policy

Unlimited Allowances

Giacom unlimited bundles are truly unlimited where usage is appropriate to subscription type. Inappropriate usage would be considered as the following:

- > Any usage outside normal commercial practice
- > Any usage made via automated means (also see Gateway/AIT FUP)
- > Any usage that damages or impairs the hosting network
- > Any usage considered fraudulent, abusive, illegal or a nuisance
- > Data usage where users regularly tether to 12 or more devices or have used 650GB of data twice within a 6 month period
- > Data usage where roaming outside of the UK and exceeding more than 25GB within a single billing period*
 - > A charge of £2.00 per GB will apply as standard after the initial 25GB roaming fair usage allowance is exceeded. This applies to Vodafone tariffs from the 1st July 2022 and O2 tariffs from 1st August 2022.
- > UK to EU international minute usage above 3000 minutes within a single billing period

We may investigate usage in order to ascertain whether your unlimited usage is in line with these guidelines. In the event inappropriate usage is determined then we reserve the right to restrict services, adjust the plan or terminate the agreement based on the severity of the misuse.

Voice Tariffs

Most Giacom voice tariffs include bundled SMS and data allowances, in addition to inclusive minutes. The purpose of these tariffs is to cater for appropriate end-user consumption where the subscription is utilised within a smartphone, or similar voice-enabled device. Where voice tariffs are used for non-appropriate consumption, such as data only, Giacom reserve the right to restrict services, adjust the plan or terminate the agreement based on the severity of the misuse.

Gateways/Artificially Inflated Traffic (AIT)

Giacom does 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. Giacom reserves the right to suspend without notice should we believe that such equipment is being used. During suspension, the liability for any access charges or calls will rest with the partner.

Roaming

We have introduced a Fair Usage Policy to ensure end user allowances are being used for purpose whilst roaming.

Policy Terms...

Inclusive roaming services on our mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis.

If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as World Travel Select and/or legislation such as Roam Like At Home), and they have spent more time abroad than at home with their roaming use exceeding their domestic use, we will consider them a permanent roamer and charges will apply in line with our standard roaming out of bundle costs. Please be aware that roaming activity will continue to be measured over a four month period.

Please note, Giacom reserve the right to disconnect subscriptions and apply a standard £30 Cease Fee per subscription, in instances where terminations occur due to breach of listed policies.

Points of Note - Other

Fixed Dial SIMs

Please note that any deals utilising fixed dial SIMs must be referred to Commercial for approval via your Account Manager.

We are experiencing technical difficulties around Fixed Dial SIM provisioning on Vodafone, we are working with the network on a solution but Fixed Dial as a pre-configured service can not be guaranteed at this time.

Terms

Please note any defined terms used in this Mobile Pricing Guide have the same meanings as set out in the mobile reseller agreement with Giacom (the "Agreement").

The Mobile Pricing Guide may be amended and re-issued from time to time by Giacom.

Early Termination Fees

Early termination fees are applicable in all cases where a cease request has been submitted and the minimum agreed terms have not been completed. This fee is determined based on the pro rata cost of line rental remaining from the subscription's date of cease up to the end of the agreement, including any required notice periods.

Migrations – Suspended until further notice

All same network migrations are subject to a £25 exc VAT per connection fee. In addition, Giacom reserve the right to invoice a £175 migration fee for any number that migrates into Giacom from a Vodafone Direct channel and then subsequently migrates back out.

This is not required for any migrations already 'within channel' under alternative suppliers. This relates to numbers that migrate onto Vodafone with Giacom, on PACs containing the following prefixes – VCN / VOE / VUK, that then migrate back out to Vodafone within 12 months from the date of connection. These PAC prefixes include migrations from Vodafone Partner Services (VPS), Vodafone Distributors and from Vodafone's Direct sales teams.

In order for us to maintain acceptable levels of inbound migrations on a monthly basis, all pipeline deals that include fifty or more migrations from direct network channels on PAC prefixes

VCN, VOE or VUK must now be pre-approved in writing by our Commercial Team via your assigned Account Director. In the event that a non-approved deal containing 50+ qualifying migrations is being connected, Giacom reserve the right to apply an additional monthly charge. All subscriptions within the order will be separately invoiced an additional £7.50 (ex. VAT) 'VF Direct Migration Penalty' fee for a period of no less than 24 months from date of connection. In the event of termination within that 24 month period, then Giacom will invoice an Early Termination Fee (ETF) for the outstanding arrears of the penalty fee only. Line rental and subscription service charges would not be applicable within the ETF.

Roam Like at Home - RLAH

O2 customers can use their domestic bundles as they would at home, when roaming in one of the RLAH countries. Vodafone's Roam Like At Home offering has been replaced by European Travel Select.