

Fair Usage Policy

1. Unlimited allowances

1.1 Radius' unlimited bundles are truly unlimited where usage is appropriate to the customer's subscription type. Inappropriate usage includes the following (each a "**Prohibited Use**"):

- Any usage outside normal commercial practice.
- Any usage made via automated means (also see Gateways/AIT).
- 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 250GB of data twice within a 6-month period.
- Use of more than 650GB of data in any one month period.
- Multiple people using an individual unlimited SIM and data allowance on a mobility service plan.
- Reselling an unlimited SIM to a third party.
- 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 usage allowance is exceeded).
- Roaming for excessive personal use rather than business use.
- Roaming for a successive period of more than two weeks.
- UK to EU minute usage above 3,000 minutes within a single billing period.

1.2 Radius may monitor and investigate a customer's usage in order to ascertain whether it is in line with this policy. If a customer commits any Prohibited Use, it may cause excessive congestion and damage to the MNO network. If Prohibited Use is determined or suspected by Radius in its sole discretion, Radius reserve the right to exercise its rights under paragraph 3 of this policy.

1.3 Most Radius 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, as determined by Radius in its sole discretion, Radius reserve the right to exercise its rights under paragraph 3 of this policy.

2. Gateways/Artificially Inflated Traffic (AIT)

Radius 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 Radius allow the use of any equipment which enables the sending of bulk SMS, voice or data services. If a customer carries out any of these uses, as determined by Radius in its sole discretion, Radius reserves the right to exercise its rights under paragraph 3 of this policy.

3. Rights and remedies

3.1 If Radius determines in its sole discretion that a customer is engaging in any Prohibited Use or fails to comply with this policy, it may:

- Suspend, terminate and/or deny traffic to a customer's service.
- Adjust the customer's service plan.
- Terminate the customer's agreement.

3.2 Any of the actions in paragraph 3.1 may be taken by Radius at any time without notice. During any suspension of service, the liability for any access charges or calls will rest with the customer.

3.3 Radius may, but does not assume the obligation to, where feasible, implement technical mechanisms to prevent Prohibited Use.

3.4 Radius may charge the customer and the customer will pay the direct and indirect administrative costs and expenses associated with preventing or responding to the customer's violation of this policy including the identification and removal of offenders from the service and responding to and settling associated third party complaints.

3.5 The customer shall notify Radius promptly of any violation of this policy and must cooperate in any efforts to stop or remedy the violation.

3.6 Nothing in this policy limits Radius' rights and remedies (available at law or in equity) in any way with respect to any Prohibited Use or breach of this policy.

3.7 This policy forms part of your agreement with Radius and defines the fair usage of Radius' mobile services.

3.8 Radius reserves the right to change this policy from time to time and it is the customer's responsibility to check it.

