

Solway Communications Limited, Connect Online Management  
Limited and Connect Online Limited - Fair Usage Policy  
("SOLWAYFUP")

**1. General**

Unless expressly stated otherwise terms defined in the Terms and Conditions that are used in the SOLWAYFUP shall have the same meanings as in the Terms and Conditions. The SOLWAYFUP applies to each Service to ensure that we can continue to provide an acceptable standard to the majority of our customers of service in terms of download and upload speeds, latency, jitter and packet loss. We expect that none of our customers will normally be affected by this policy.

**2. All Customers**

We continually measure the performance of our services and reserve the right in exceptional circumstances of restricted capability or peak demand to take steps at our discretion to manage any customer's usage which may contribute significantly towards the risk of a reduced quality of service to the other customers.

**3. Customers of contended services**

Only customers of contended services that exceed their Priority Data Allocation ("PDA") over a rolling 30-day period are liable to be affected by the SOLWAYFUP. The Company reserves the right in each event of a User exceeding his PDA to afford for a period not exceeding three months from such event other Users' data traffic priority over the traffic of any User who has exceeded the limit or to restrict that User's rate of data transmission. Any Customer who is affected will be notified by email if their data is being de-prioritised. Where possible, we will endeavour to provide advance notification by email to Customers approaching the limit so that they may upgrade their level of service.

**4. Limit**

The current rolling limit for each level of Service over any period of 30 consecutive days is 100 Gigabits. However, we reserve the right in accordance with our Terms and Conditions to amend this limit at any time.

**5. Changes to this Policy**

We may change this Policy from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects this Policy.

**6. Implementation of this Policy**

This Policy shall be deemed effective as of 1<sup>st</sup> July 2019 No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.

This Policy has been approved and authorised by:

**Name:** Nicholas Kittoe

**Position:** Managing Director

**Date:** 1<sup>st</sup> July, 2019

**Signature:** 