

**SOC Communications Ltd**

**TERMS AND CONDITIONS**

**For the sale and supply of the TOOWAY SERVICE using leased Hardware**

**(UK only)**

**1. Definitions and Interpretations**

1.1 In these conditions:

1.2 “we”, “us” or “our” means SOC Communications Limited a Company registered in England and Wales under number 09349565 and having its registered office at 49 Station Road, Polegate, East Sussex, England, BN26 6EA

1.3 “you” or “your” means you the customer

1.4 The following expressions have the following means:

**“Business Day”** means any day other than a Saturday, Sunday or English bank holiday

**“Cancellation Period”** means the period of seven (7) Business Days from the Delivery Date

**“Commencement Date”** means the date upon which we activate your satellite link for the supply of the Service

**“Contract”** means the contract for supply by us and the purchase by you of the Equipment and the Service under these Conditions

**“Cycle”** means the period of time starting from each monthly occurrence of the original activation date of a service account and ending before the corresponding occurrence in the following month or on the last day of the following month, whichever occurs first (e.g. if Activation starts on 5 June 2016; next cycles start: 5 July, 5 August, 5 September, 5 October, etc.; if Activation starts on 31 Jan 2016; next cycles start: 29 February, 30 March, 31 April, 31 May, etc.; if Activation starts on 29 Feb 2016, next cycles start: 29 March, 29 April, ..., 28 February 2017, 29 March 2017, etc.)

**“Data Usage”** means the amount of data you may download or upload in accordance with your Monthly Quota in each calendar month

**“Delivery Date”** means the date on which the Equipment is delivered to you

**“Downgrade”** means a movement of subscription from the Business+ to the Business or Home range of subscriptions outlined in Annex three (Service definitions and associated fees) of this document, or a movement of subscription from the Business to the Home range, or a movement of subscription resulting in lower associated monthly costs.

**“Equipment”** means the KA-Band Tooway satellite system provided by our Supplier and all other ancillary equipment as set out in the Order

**“Fair Usage Policy”** means our policy for use of a bandwidth usage monitoring tool to monitor your Data Usage and maintain quality of service, as detailed in Annex one

**“Initial Term”** means the period of 24 months from the Commencement Date

<b>“Prohibited Purpose Policy”</b>	means our policy on uses of the Equipment or the Service that are prohibited by us in respect of any illegal, offensive or otherwise violative content or information transmitted via the Service, or in respect of any breach or alleged breach of the intellectual property rights of a third party related to the content transmitted via the Service hereunder and which may result in cancellation of your Service
<b>“KA-Sat”</b>	means the satellite operated for the provision of KA-Band broadband Internet access
<b>“Month”</b>	means a calendar month
<b>“Monthly Quota”</b>	means the amount of Data Usage specified in your Order for the level of Service to which you have agreed to subscribe
<b>“Order”</b>	means the Order placed by you on our Website for the Equipment, Service, Subscription Fees and Term detailed therein
<b>“Renewal Term”</b>	means a period of 12 months commencing at the end of the Initial Term
<b>“Service”</b>	means the supply by us (or by our Supplier on our behalf) of broadband internet access up to the Monthly Quota by means of the SOC Communications Ltd Satellite service on KA-Sat by means of the Equipment upon payment of the Subscription Fees
<b>“Service Level”</b>	means the level of Service and Monthly Quota selected by you and ordered from our Website
<b>“Subscription Fees”</b>	means the monthly fees payable by you to us for the Term for the supply of the Service
<b>“Supplier”</b>	means any supplier of Equipment or Services to us and including Eutelsat SA and Tooway
<b>“Term”</b>	means the Initial Term and the Renewal Term (if any)
<b>“Tooway”</b>	means a high speed internet satellite system provided by Tooway SA full details of which are on our Website
<b>“Upgrade”</b>	means a movement of subscription from the Home to the Business or Business+ range of subscriptions outlined in Annex three (Service definitions and associated fees) of this document, or a movement of subscription from the Business to the Business+ range of subscriptions, or a movement of subscription resulting in higher associated monthly costs.
<b>“Website”</b>	Means <a href="http://www.socom.co.uk">www.socom.co.uk</a>
<b>“Warranty Period”</b>	means 24 months from the Commencement Date
<b>“Writing”</b>	means any communications effected by facsimile transmission, electronic mail or any comparable means

1.5 Any reference in these conditions to a statute, or a provision of a statute, or a regulation shall be construed as a reference to that statute, or provision, or regulation, as amended, re-acted or extended at the relevant time

1.6 The headings in these conditions are for convenience only and shall not affect their interpretation

## **2. Basis of Sale and Service**

- 2.1 Our employees' agents or Suppliers are not authorised to make any representations concerning the Equipment or Service unless confirmed by us in writing. In placing the Order you acknowledge that you are not relying on, and waive any claim for breach of, any such representations which are not so confirmed.
- 2.2 No variations of these Conditions shall be binding unless agreed in writing by us both.
- 2.3 Sales literature, price lists and other documents issued by us or appearing on our Website in relation to the Equipment or Service are subject to alteration without notice and do not constitute offers to sell the Equipment or Service which are capable of acceptance.
- 2.4 Any typographical, clerical or other accidental error or omission in any sales literature, quotation, price list, invoice or other document or information appearing on our Website shall be subject to correction without any liability on our part
- 2.5 Save as provided in condition 4 of these Conditions no Order, once placed, may be cancelled by you prior to the Commencement Date except with our agreement in writing on terms that you will indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of such cancellation

## **3. Specification**

- 3.1 The specification for the Equipment and Service are available on our Website and may be varied by us from time to time.
- 3.2 Illustrations, photographs or descriptions appearing on our Website, price lists or any other documents or notes on our Website are intended as a guide only and shall not be binding on us

## **4. Rights of Cancellation**

- 4.1 At any time during the Cancellation Period you may cancel this contract by giving us notice in writing to include letter, fax or email to the addresses or numbers shown on our Website and provided that the Equipment remains in the same condition as when it was delivered. You should keep evidence of having given such cancellation notice such as a Certificate of Posting or confirmation of faxed transmission
- 4.2 In the event that you exercise your right to cancel we will arrange for collection (at your expense) of the Equipment and upon receipt by us of the Equipment in the same condition as it was when delivered to you we will refund to you all the money paid in relation to the Contract up to that date less our reasonable expenses incurred in collection.
- 4.3 We will not provide you with a Commencement Date until after the Cancellation Period has expired unless we agree otherwise in writing.
- 4.4 Save as is provided in condition 10 of these Conditions you will have no right to cancel this contract after the Cancellation Period has expired unless we otherwise agree

## **5. The Supply and Use of the Equipment**

- 5.1 The Equipment is supplied by us on, and you must comply with, these Conditions and the Terms and Conditions of Use for such Equipment as defined by our Supplier at the time of delivery
- 5.2 We guarantee the Equipment against faulty workmanship and manufacturing defects for the Contract Period. This clause does not limit your rights under the Sale of Goods Act or any other applicable consumer legislation.
- 5.3 In the event of any fault or defect arising during the Contract Period you must give us notice by letter to our Registered Office or by email to the address specified on our Website and we will arrange for the collection of the Equipment for replacement or repair (at our discretion) and at your expense. In the event that the Equipment proves to be defective or faulty then until it is replaced or repaired and delivered back to you your Subscription Fees may be suspended.
- 5.4 We shall be under no liability in respect of any defect arising from fair wear and tear, or any

wilful damage, negligence, subjection to abnormal conditions, your failure to follow our instructions (whether oral, visual or in writing and including as to installation of the Equipment if you chose the self-install option), mis-use or alteration of the Equipment without our approval, or any other act or omission on your part or on your behalf by any third party

- 5.5 You acknowledge that the Equipment has been supplied to you as part of a long term lease agreement and as a consequence, you acknowledge and understand that:-
- 5.5.1 we have set the Term and the Subscription Fee for your Service Level to reflect that; and
  - 5.5.2 the Subscription Fee shall remain payable in full throughout the Term whether or not you use the Service or the Contract is terminated (other than by reason of our act default)
  - 5.5.3 in the event that the Term of Service cannot be completed for whatsoever reason, we will arrange for the collection of the Equipment (at our discretion) and at your expense.
  - 5.5.4 upon completion of the term the supplied equipment should be uninstalled and returned to SOC Communications Ltd at the clients' expense. In the event of the equipment not being returned within 30 days of completion of the term for whatever cause, the client will incur a charge of £250 (plus VAT).
- 5.6 The Equipment will be password or PIN protected by the Supplier at our request and direction and may only be used to receive and use the Service and not for any other purpose or service

## **6. The Service**

- 6.1 With effect from the Commencement Date we will provide the Service at the Service Level during the Term
- 6.2 You must pay the sums due for the Service in accordance with clause 9 below
- 6.3 We may (at our absolute discretion) allow you to Upgrade or Downgrade your Service Level but in the event of a Downgrade you will be liable to pay an administration fee of £25.00 plus VAT. Only one Downgrade is allowed per each account within any Cycle.
- 6.4 If you wish to Upgrade your subscription package you may do so by giving us notice in writing specifying the package you require and subject to payment by you of the appropriate increased Subscription Fee (including any amount due pro rata for the remainder of the month in which the request is made) together with payment of any (increased) deposit required for that package. Upgrades will be applied within two working days of receipt of payment.
- 6.5 Unless set forth to the contrary in the promotion, changing subscription to a promotional Service Class shall not be possible.
- 6.6 We will use all reasonable care and skill in the provision of the Service but you acknowledge and understand that the nature of the Internet means that access to it is dependent upon many factors outside of our control and we are therefore unable to warrant that the Service will be uninterrupted or error free.
- 6.7 You acknowledge that you understand that the speed of Internet access and downloading or uploading will vary depending on the amount of traffic at any time, the content you are trying to view and the configuration and capacity of your computer. As a consequence, speeds for your selected Service Level (as may be described on our Website) cannot be guaranteed.
- 6.8 You acknowledge and accept the terms of our Fair Access Policy and our Prohibited Purpose Policy in relation to the provision and use of the Service.
- 6.9 In the event of active Service Equipment being geographically relocated you will be liable to pay a relocation fee of £20 (plus VAT).

## **7. Delivery**

- 7.1 Unless we agree otherwise delivery of the Equipment shall be to your address as specified in the Order. You must notify us in writing if the Equipment is to be moved to any other address and provide us with full details thereof.

7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence. We may deliver in advance of the Delivery Date upon giving you reasonable notice.

7.3 If you fail to take delivery of the Equipment or any part of it on the Delivery Date and/or fail to provide any instructions, documents, consents or authorisations required to enable the Equipment to be delivered (and installed if we are to install) on that date, we shall be entitled to recover from you all our costs and expenses in relation to such failed delivery or installation

## **8. Price**

8.1 The price of the Equipment and the Subscription Fees shall be as listed in the Order or such other price as we may agree in writing.

8.2 The Price is exclusive of any applicable Value Added Tax which you shall be additionally liable to pay to us.

8.3 We reserve the right to increase or decrease the Subscription increase the fixed periodic charges for your Subscription fee (if applicable) by an amount which is more than the percentage increase in the Retail Prices Index Figure (or any future equivalent) in any twelve month period.

## **9. Payment**

9.1 All payments required to be made by you pursuant to this Contract must be made without any set-off, withholding or deduction.

9.2 The time of payment shall be of the essence of these Conditions.

9.3 On or by the Completion Date and as a condition precedent to our activation of the Service you must submit your card for subscription-based Paid Services; and acknowledge and understand that:-

9.3.1 you authorize SOC Communications Ltd or its payment processor to charge the applicable recurring Subscription Fees to your designated billing payment method. When you initially subscribe to such paid Services, you will be charged immediately for the initial period of the subscription at the then-current fee, followed by recurring periodic charges as specified on the Service charging documentation. By choosing a recurring payment plan, you acknowledge that such Services have a recurring payment feature and you accept responsibility for all recurring charges prior to cancellation.

9.3.2 you must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or our payment processor if your payment method is cancelled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. Changes to such information can be made on your account page. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of paid services under your billing account unless you have terminated your paid services as set forth above.

9.3.3 We may submit periodic charges for subscription-based paid services (e.g., monthly fees) without obtaining any further authorization from you, until you provide prior notice 30 days prior to the end of the next renewal period (receipt of which is confirmed by us) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before we reasonably could act.

9.4 If any payment is not made on the date when it is due (and in addition to our rights as set out in condition 10) we reserve the right to:-

9.4.1 charge you a late payment fee of £15.00 plus interest at an annual rate of five per cent (5%) above the base rate of the Bank of England from time to time from the date the payment was due until the date it is made both after as well as before any judgment; and

9.4.2 suspend the provision of the Service to you until all outstanding sums have been paid;

9.5 In the event of the Service being suspended for whatever cause you must pay us an

administration fee of £30.00 before we will reactivate it.

## **10. Term and Termination**

- 10.1 Upon the expiry of the Initial Term and unless you have given us not less than two month's written notice to terminate the Contract then the Contract will renew for the Renewal Term (including your obligation to pay the Subscription Fees).
- 10.2 Without prejudice to any other provision contained within the these Conditions we may terminate the Contract forthwith by Notice in writing if:-
- 10.2.1 you breach our Prohibited Purpose Policy; or
- 10.2.2 you commit a material breach of the Contract which is incapable of remedy; or
- 10.2.3 you commit any other material breach which is capable of remedy but which you fail to remedy within fourteen days of written notice by us specifying the breach and requiring its remedy;
- 10.3 Any termination of the Contract howsoever caused shall not affect any accrued rights or liabilities of either of us arising out of the Contract
- 10.4 On termination of the Contract for any reason other than arising out of a breach by us of its provisions you must forthwith pay us all Subscription Fees then outstanding together with a cancellation fee of £100 plus such sum as is equal to the entirety of the Subscription Fees for the remainder of the Term which shall become immediately due and payable
- 10.5 You may cancel the Contract at any time provided that you shall have first paid to us the sum referred to in condition 10.4

## **11. Proprietary Rights**

- 11.1 Copyright and all other proprietary rights in the Equipment and associated documentation and any documentation (electronic or otherwise) supplied in respect of the Service and all parts and copies thereof shall remain vested in us or, for third party equipment, in the Supplier

## **12. Assignment**

- 12.1 We may assign the Contract or any part of it to any person, firm or company
- 12.2 You shall not be entitled to assign the Contract or any part of it without our prior written consent

## **13. Defective Equipment**

- 13.1 If any of the Equipment is defective in any material respect or does not comply with the Contract you must give written notice to us within thirty days of delivery and we shall at your option:-
- 13.1.1 replace the defective Equipment; or
- 13.1.2 refund to you the price for the Equipment which is defective together with the Subscription Fees to that date;
- but we shall have no further liability to you in respect thereof and you may not reject the Equipment if notice is not given by you as aforesaid
- 13.2 You must pay all shipping and delivery costs in respect of any Equipment returned to us under this condition 13
- 13.3 We shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow ours or the Supplier's instructions (whether oral or in writing), attempts to install by a person other than a qualified installer instructed by us, mis-use or alteration of the Equipment without our approval, or any other act or omission on your part or by any of your agents or any third party

## **14. Your Obligations**

- 14.1 In the event that you return any defective Equipment under the provisions of this clause 13 then you will be responsible to ensure that, except to the extent that instructions as to the use of the

Equipment are contained in the packaging or labelling of the Equipment, any use of the Equipment by you is carried out in accordance with directions given by us or our Supplier and you will indemnify us against any liability, loss or damage which we might suffer as a result of your failure to comply with this condition

- 14.2 In order to enable us to perform our obligations you shall:-
  - 14.2.1 co-operate with us and comply with our reasonable requirements
  - 14.2.2 furnish us promptly upon receipt of a request with such information as we may reasonably require for the provision of the Service
- 14.3 Ensure the accuracy and validity of all information provided to us
- 14.4 Ensure that the Equipment provided by us shall not be modified, changed or removed without our prior written permission. Where such Equipment is modified, changed or removed, then the cost of restoring or replacing the Equipment shall be recoverable from you.
- 14.5 You should insure the Equipment for its full replacement cost since in the event that it is damaged or stolen you will be unable to use the Service without purchasing replacement Equipment from us but you will remain liable for and must continue to pay the Subscription Fees for the remainder of the Term. You will be unable to access the Service through any replacement equipment not supplied by us.

## **15. Limitation of Liability**

- 15.1 Nothing in these Conditions shall exclude or limit our liability to you for death or personal injury arising out of our negligence
- 15.2 We shall not be liable to you under any circumstances for any indirect or consequential loss or loss of profit or other economic loss howsoever caused
- 15.3 Our total liability to you shall not exceed the total Subscription Fees that have been paid to us by you during the Term

## **16. Communications**

- 16.1 All communications between us about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or by electronic mail and shall be deemed delivered:-
  - 16.1.1 (in the case of communications to us) to our registered office or such other address as we notify to you; or
  - 16.1.2 (in the case of communications to you) to your address set out in the Order or such other address as you shall notify to us
- 16.2 Communication shall be deemed to have been received:-
  - 16.2.1 if sent by pre-paid first class post two Business Days after posting (exclusive of the day of posting); or
  - 16.2.2 if delivered by hand on the day of delivery;
  - 16.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00pm at the time of transmission and otherwise on the next Business Day

## **17. Force Majeure**

- 17.1 In the event that either of us is prevented from fulfilling our obligations under the Contract by reason of any supervening event beyond our control including but not limited to war, national emergency, flood, earthquake, strike or lockout (except where such strike or lockout has been induced by the parties so incapacitated) the incapacitated party shall not be deemed to be in breach of its obligations under the Contract provided it immediately gives notice of this to the other party and takes all reasonable steps to resume performance its obligations
- 17.2 If and when the period of such incapacity exceeds six months then the Contract shall automatically terminate unless we first agree otherwise in writing

**18. Waiver**

18.1 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision

**19. Severance**

19.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby

**20. Variation**

20.1 No variation in the provisions of the Contract shall be of any effect unless made in writing and signed by us both

**21. Third Party Rights**

21.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999

**22. Governing Law in Jurisdiction**

These Conditions shall be governed by the Laws of England and Wales and both you and we agree to submit to the exclusive jurisdiction of the English Courts



## **Annex one: Fair Usage Policy**

### **I. OVERVIEW**

The tooway network (the "Network") is a shared and best effort Network; at any given time, subscribers within a given geographic area must share available network capacity. Eutelsat aims to provide each subscriber with a "fair share" of that capacity, while providing all subscribers with a high-quality online experience.

To achieve these goals, Tooway employs Network management practices designed to prevent any subscriber from placing a disproportionate demand on Network resources. Certain of these practices are used only when the Network is congested; others are used more generally.

Traffic levels on the Network are usually below a congestion point that would have a significant impact on the user experience. Tooway has designed its Network carefully to achieve this result. At Other times, however, simultaneous transmissions from multiple subscribers may result in a total demand for capacity exceeding that available on the Network, resulting in congestion ("Congestion"). During these times, Tooways Congestion management practices, as further described in part II below, will be applied first to the Service Accounts having already used more than 50% of the volume of traffic included in their Consumption Profile (with the exception of the Service Class "tooway Extra", which is regulated by a specific policy further described in part III below), striving to treat traffic in a manner that minimizes adverse impacts on the user experience while preventing a subscriber from exceeding his or her "fair share" of available capacity.

The goal of these measures is for subscribers, on the whole, to enjoy a better overall service experience than they otherwise would without these practices.

### **II. CONGESTION MANAGEMENT PRACTICES**

#### **A. Congestion Management Overview**

Under normal traffic conditions, it is not necessary for us to employ Congestion management practices. That said, while Network capacity is abundant, it is not unlimited. Stated differently, the Network can be expected to experience some level of Congestion, necessitating the application of Congestion management practices described in this Policy. We manage our Network to minimize the adverse impact that Congestion may have on the user experience. Congestion typically occurs in the link between the subscriber terminal and the gateway earth station via the satellite. In order to determine if the link is congested, we continuously monitor the traffic load in each spot beam channel. If the instantaneous traffic load exceeds the available capacity of the spot beam channel, we implement the Congestion management algorithm described below.

#### **B. Mitigating the Impact of Network Congestion on the User Experience**

Internet traffic is "bursty" in nature; traffic flows generally are not continuous, but rather are characterized by "bursts" of data. On occasion, simultaneous transmissions from multiple subscribers in a given spot beam channel result in a total instantaneous demand for capacity exceeding, on a temporary basis, the capacity available within the channel. On such occasions, the Network can experience Congestion. Congestion most typically occurs during the Network's "peak" usage hours which generally can be expected to be from about 17:00 to 00:00 local time at the subscriber location, depending on the day of the week ("Peak Hours"). Congestion may also occur during certain periods when usage is "unmetered" (such as the "night free zone").

Congestion, and the resulting transmission delay, impacts the user experience with respect to some types of applications more than others. For example, a delay in the rendering of a web page may be noticeable to a subscriber waiting for the content to appear on his/her screen. On the other hand, a subscriber downloading a bulk file (e.g. a software update) may be less impacted if the download takes longer during Congestion than it otherwise would, since the subscriber may already know that the download requires some time to complete.

Our goal is to manage its Network to minimize the impact of Congestion on traffic. To accomplish this objective, our Congestion management algorithm is designed to reduce the traffic load, while giving a preference to (i.e. having a lesser effect on) services and applications that require less transmission bandwidth such as web page browsing and email. During periods of Congestion, bandwidth intensive applications such as video streaming and file downloading may be slowed more than other applications. As a result, the quality of video streaming may be reduced and/or buffering may occur. In

addition, file downloads may take longer to complete during periods of Congestion. Under more severe Congestion, all applications may need to be slowed, and in those instances, the time to download web pages may take longer.

We operate as a “mere conduit”. Despite the fact that we are in no way involved with the information transmitted through the Network, following a specific request of a Public Authority, we may block the access to specific URLs.

We do not intentionally block any particular form of traffic (unless explicitly specified in the characteristics of a given service profile), but may block certain TCP/UDP ports and/or specific protocols that it reasonably believes may represent a security threat to the Network.

### C. Heavy Users

A “Heavy User” is a user (or a small group of users) consuming a disproportionate amount of a Network’s resources. We will monitor both overall Network performance and individual resource consumption to determine if any user is a Heavy User that could potentially disrupt or degrade the Network and/or its usage by other users.

We reserves the right to immediately restrict, suspend or terminate Heavy Users’ Service Accounts without further notice.

## III. SATCOM EXTRA POLICY

The “SatCom Extra” Service Class provides uncapped web browsing and email and is subject to specific usage conditions, in order to ensure that all users have equitable access to the Network and that heavy usage by a small number of users does not negatively impact the Network performance for all users.

1. When Data Usage in an accounting cycle is less than or equal to 40GB\* during an accounting cycle, no service limitation is applied

2: When generated volume in an accounting cycle exceeds 40GB\* but is less than or equal to 100GB\*

(i) During Peak Hours, where usually the Network is under more severe Congestion, only web and email will be provided and any other protocol than web browsing and email will be blocked

(ii) During periods of Congestion, Tooway’s Congestion management algorithm may reduce traffic load giving a preference to (i.e. having a lesser effect on) services and applications that require less transmission bandwidth such as web page browsing and email. During periods of Congestion, bandwidth intensive applications such as video streaming and file downloading may be slowed more than other applications: as a result, the quality of video streaming may be reduced and/or buffering may occur. In addition, file downloads may take longer to complete during periods of Congestion.

3: in any case, when Data Usage in an accounting cycle is more than 100GB\*, only web browsing and email will be provided and any other protocol than web browsing and email will be blocked.

\*both upload and download traffic are considered, traffic generated between 00:00 and 06:00 local time is not accounted.

## Annex two: Volume Booster definition and associated fees

Volume Boosters will provide the possibility to Clients to occasionally assign to their Accounts a given amount of extra-volume traffic. Once assigned to a given Account, this extra volume of traffic will be made available on top of the traffic allowed by the Service Level currently associated to the Account.

1. A Volume Booster can be assigned to one single Account only (i.e. a specific Volume Booster cannot be assigned to more than one Account).
2. A given Account can be simultaneously associated to several Volume Boosters. Volume Boosters assigned to the same Account will be consumed from the least to the most recently assigned.
3. Each Volume Booster assigned to a given Account will allow that Account an extra amount of volume on top of the volume identified by the Monthly Quota. The volume Booster allows a return to the Service Level peak rate thanks to the account no longer being impacted by the Tooway Fair Usage Policy. Every 15 minutes the system verifies if the Account has exceeded the amount of traffic volume granted by the following two thresholds:
  - a. 50% of the Consumption Profile and account impacted by Tooway Congestion policy;
  - b. 100% of the Consumption Profile;if either of the two conditions above is true, then the Volume Booster is used, and its volume consumed; if this is not the case, the Volume Booster is not consumed and the Account uses the standard volume assigned to it.
4. Once assigned to an Account, a Volume Booster cannot be reassigned.
5. Where Change of Service Level for an Account is possible, assigned Boosters shall remain unchanged.
6. Volume Boosters other than 1GB will expire by the end of the next date-to-date cycle, whether or not the traffic volume has been consumed.
7. Consumption of Volume Booster is stopped during the night time for products featuring the unlimited night consumption feature.
8. Volume Boosters are available in sizes of 1GB, 10GB, 50GB and 100GB and are chargeable as below:

Size of token	Cost excluding VAT GBP
1GB	£12.99
10GB*	£99.99
50GB*	£349.99
100GB*	£499.99

\*Available on the 2GB, 10GB and 25GB only; the Extra plan does not have access to volume Boosters