



Customer Acceptable Use Policy for Business Customers

1. General

- 1.1. This Customer Acceptable Use Policy (“**Policy**”), forms part of Customer’s Agreement with Three, as defined in Section 1.2 of the ‘Terms and Conditions for using the Three Network for Business customers’ and the ‘Terms and Conditions for using the Three Network for Business Broadband customers’ (as applicable) (“**Terms and Conditions**”), and covers the usage obligations for Customer and their Users in respect of the Three Services and all equipment provided by Three to Customers in connection with the Three Services.
- 1.2. The Policy also covers the behaviour that Three expects of Customers and Users, whether interacting with Three employees (whether in person in Three retail stores, over the phone or on webchat) or other users of Three services.
- 1.3. Customer shall notify Three as soon as reasonably practicable of any breach of this Policy and shall cooperate with Three in order to stop or remedy such breach.
- 1.4. Definitions used within this Policy shall be as defined in the Terms and Conditions.

2. Updating the Policy

- 2.1. Three may update or amend this Policy at any time, and any such policy will be available on the Three website at www.three.co.uk/terms Customer’s continued use of the Three Services after any change to the Policy constitutes acceptance of the updated Policy.

3. Prohibited Activities

- 3.1. Customer shall, and shall procure that Users will only use the Three Services:
 - (a) as set out in this Policy and the Terms and Conditions;
 - (b) for legitimate business purposes by an individual. As an example, without limitation, Three consider that if Customer/Users regularly use multiple devices with one SIM or multiple SIMs with one device, that this is unlikely to be legitimate use as intended under the Terms and Conditions; and
 - (c) for Customer’s and Users’ own personal use. This means Customers and Users must not resell or commercially exploit any of Three Services or Three’s content.
- 3.2. Customer shall be responsible for Users’ authorised or unauthorised use of the Services and shall be responsible for protecting passwords and for any use made of those passwords.
- 3.3. Roaming: Where applicable, use of Three Services while in any international destinations, including Three’s Enterprise Go Roam and Go Roam destinations, is only intended for temporary and periodic business travel. Roaming exclusively in these destinations for any two complete months in a rolling

12-month period or roaming excessively in these destinations is prohibited. Excessive roaming includes, but is not limited to, usage that significantly surpasses typical or average business usage patterns and/or prolonged periods of roaming which do not follow reasonable business behaviour.

- 3.4. Customer and/or their Users must not (whether actually or attempted, directly or indirectly) use Three Services, the SIM, the eSIM Profile or Three phone number, or allow anyone else to use Three Services, the SIM, the eSIM Profile or Three phone number for illegal, improper, or non-permitted uses, including without limitation:
 - (a) for fraudulent, criminal or other illegal activity;
 - (b) in any way which breaches another person’s rights including copyright or other intellectual property rights;
 - (c) generating content that in any way may be, or may be perceived as harmful to others, or Three’s services or reputation, is offensive, threatening, abusive, indecent, defamatory, obscene or an annoyance, or is otherwise contrary to Applicable Law;
 - (d) to copy, store, modify, publish or distribute Three Services or their content, except where Three gives Customer permission;
 - (e) to download, send or upload content of an excessive size, quantity or frequency or for automated purposes. Three reserve the right to monitor the amount of data used in order to identify whether use is contrary to this policy. Three will investigate whether Customers use is inconsistent with this policy where data usage is deemed excessive (by way of example only where data use exceeds 1TB in a month). If Three reasonably suspect that Customer’s usage is for purposes other than the permitted use, then Three reserve the right to transfer the Customer to a more suitable plan or take other action in accordance with Section 6;
 - (f) usage that is contrary to good faith commercial practice;
 - (g) threatening the integrity or security of any device, network or system including the transmission of viruses, harmful components or malware;
 - (h) to send or publish bulk messages (including but not limited to marketing messages, notifications or automated content) or to generate artificially inflated traffic or act in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Three Network, the networks or systems of others or Three Services; or
 - (i) to use or provide to others any unauthorised directory or details about Three customers

each a “**Prohibited Activity**.”

4. Responsible Use

4.1. Customer shall and shall procure that Users will only use Three Services as set out in within this Policy, and Section 6 of the applicable Terms and Conditions. If a Customer or a User is in breach of this Policy and/or Section 6 of the Terms and Conditions, Three shall have the right to (i) take appropriate action, including suspension and/or termination of the Three Services wholly or partially, in accordance with this Policy and/or the relevant Terms; or (ii) take recourse as set out in Section 6 of this Policy and/or the Terms and Conditions.

5. Abusive or Harassing Behaviour

5.1. Customer acknowledges and agrees that Three has a zero-tolerance approach towards bullying and harassment in any form. Further, that Three believes that everyone has the right to be treated with dignity and respect and Three does not condone any types of unacceptable behaviour or abuse including harassment, intimidation or bullying of Three's customers or employees. If Three determines in Three's sole opinion that Customer or their Users have acted in a manner that is inconsistent with reasonable customer behaviour and in breach of this Section, Three reserves the right to respond in the following ways:

(a) If Customer or their Users abuse or harass Three's contact centre advisors, Three follow a "One Strike" policy to cease the conduct immediately or the interaction will be terminated. If the abuse or harassment continues, the advisors will end the call or webchat and make a record of the incident on Customer's account. Depending on the severity and frequency of the abuse, Three may decide to suspend or disconnect Customer's account and/or the Three Service(s) wholly or partially, as well as take additional measures to prevent contact with Three's advisors in the future, for example by blocking Customer's IP address(es) and/or number(s). Any threatening conduct will be reported to the police immediately, and a record will be placed on Customer's account.

(b) If Three's retail agents believe that Customer or their Users are being abusive or harassing them, they may direct Customer or their Users to the front of house poster as a reminder of the types of conduct that Three considers to be unacceptable. If the abusive or harassing behaviour continues, Customer or their User will be asked to leave the store immediately. Any violent or threatening conduct will be reported to the police immediately, and a record will be placed on Customer's account. Depending on the seriousness of the incident, Three may issue a warning, or suspend or disconnect Customer's account and/or the Three Service(s) wholly or partially.

5.2 If Customer and or its Users conduct results in disconnection of Customer's account and/or the Three Service(s) wholly or partially, a Cancellation

Fee may be payable. For details on how Cancellation Fees are calculated, please see the relevant Terms and Conditions.

6. Monitoring and Breaches of the Policy

6.1. Three may, in its sole discretion, run manual or automatic systems and monitoring of the volume and type of use of the Three Services by Customer or their Users' in order to ensure that such use is compliant with the relevant terms of this Policy and the Terms and Conditions at all times.

6.2. If Three believes that Customer or their Users have breached this Policy or Section 6 of the Terms and Conditions, or Customer has engaged in a Prohibited Activity, the actions Three may take may include but are not restricted to:

- (a) investigating the possible breach;
- (b) notifying Customer of the breach;
- (c) contacting Customer to gather further information, request Customer or their Users moderate their usage, or to discuss Three's concerns;
- (d) issuing a formal warning to Customer;
- (e) blocking electronic communications which Three reasonably believes have breached this Policy or the Terms and Conditions;
- (f) restriction of Customer's or User's access to all or any part of the Three Services with immediate effect;
- (g) introduce traffic management measures;
- (h) whole or partial suspension of Customer's account and access to the Three Services with immediate effect; and/or
- (i) whole or partial termination of Customer's account(s) and access to the Three Services with or without notice;

6.3. Additional action may apply if Three believes that Customers or Users have engaged in conduct that could be viewed as abusive or harassing towards Three's employees, contractors or agents. These are detailed above in Section 5.

6.4. Three reserves the right to charge Customer any costs and expenses, whether direct or indirect, associated with preventing or responding to Customer's breach of this Policy and/or responding to associated third party complaints.

6.5. Nothing in this Section limits Three's rights and remedies (available at law or in equity) in any way with respect to a breach of this Policy, a Prohibited Activity or the Terms and Conditions.

7. Data Protection

7.1. Three reserves the right to use Customer account information and Users' Personal Data (as defined in the Terms and Conditions) in connection with any investigation carried out by Three in accordance with this Policy, the Terms and Conditions and Three's privacy notice, available at http://www.three.co.uk/privacy_safety. For example, Three may disclose relevant data and account information to any third-parties that Three considers have a legitimate interest in any such investigation or its outcome, including without limitation, the police.