



Three's Acceptable Use Policy

Three's Acceptable Use Policy (“**Policy**”) covers your usage obligations for your Three Broadband and Mobile services (the “**Service**”), whether Pay Monthly or Pay As You Go, and all equipment provided by Three to you in connection with the Service. It forms part of your contract with us, along with your Terms and Conditions for Use of Three Services (the “**Terms**”) and the Price Guide for your plan. This Policy sets out your usage obligations, what you can do to avoid breaching the Policy and what happens if your usage is deemed to breach the Policy.

The Policy covers the behaviour that we expect of our customers – whether interacting with our employees (whether in person in our retail stores, over the phone or on webchat) or other users of our services: **At Three we have zero tolerance towards bullying and harassment in any form. We believe that everyone has the right to be treated with dignity and respect and we do not condone any types of unacceptable behaviour or abuse including harassment, intimidation or bullying of our customers or our employees.**

1. Who's who

- 1.1. When we say ‘we’, ‘us’ or ‘our’ in this Policy means Hutchison 3G UK Limited, trading as ‘Three’, (company number 03885486), with its registered address at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF. Any reference to ‘you’ or ‘your’, we mean you, our customer, or anyone else you allow to use the Service;

2. Updating the Policy

- 2.1. We may update or amend this Policy at any time, so please check our website regularly at www.three.co.uk/terms (under Three Products and Services) for any updates to this Policy or our Terms. Your continued use of the Service after any change to the Policy constitutes acceptance of the updated Policy.

3. Your use of Three Services

- 3.1. You may only use Three Services as set out in your agreement with us – this includes the Responsible Use clauses found in **Annex 1** and for your own personal use. This means you must not resell or commercially exploit any of Three Services.
- 3.2. You must not 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 or improper uses. For example, you must not:
 - (a) engage in fraudulent, criminal or other illegal activity;
 - (b) breach copyright or other intellectual property rights;
 - (c) copy, store, modify, publish or distribute Three Services or their content, except where we give you permission;

- (d) download, send or upload content of an excessive size, quantity or frequency. We'll contact you if your use is deemed excessive;
- (e) 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
- (f) use or provide to others any unauthorised directory or details about Three customers;
- (g) act in a manner that is inconsistent with reasonable customer behaviour, including abusing or harassing our employees, our contractors or agents.

4. Breaches of the Acceptable Use Policy

4.1. If we believe there have been any breaches of this Policy, we will contact you to let you know that we believe you have breached this Policy. We will endeavour to work with you to resolve the issues without taking any further action as much as possible. However, we also reserve the right to investigate any suspected violations and take action against you if there is evidence that our Policy has been breached. The actions we may take may but are not restricted to:

- (a) quick chat on the phone or an informal email asking for your cooperation
- (b) a formal warning;
- (c) suspension of your account and the Service;
- (d) restriction of your access to all or any part of our services; or
- (e) termination of your account and the Service.

4.2. Separate processes will apply if we believe that you have engaged in conduct that could be viewed as abusive or harassing towards Three's employees, contractors or agents. These are detailed below in **Annex 2**.

5. Making a complaint

5.2 Complaints regarding possible breaches of this Policy will be accepted via our standard abuse reporting mechanisms. You can find them all on the [How to Complain](#) page on our website.

6 General

6.2 We reserve the right to use of your personal data and account information in connection with any investigation carried out by Three in accordance with this Policy and Privacy Policy. This includes disclosing relevant data and account information to any third-party authorities that we consider have a legitimate interest in any such investigation or its outcome.

Annex 1:

1 Responsible use - How you use the Three Services

1.1 You may only use Three Services:

- (a) as set out in this agreement; and
- (b) for your own personal use. This means you must not resell or commercially exploit any of Three Services or our content.

1.2 You mustn't 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 or improper uses. For example:

- (a) for fraudulent, criminal or other illegal activity;
- (b) to copy, store, modify, publish or distribute Three Services or their content, except where we give you permission;
- (c) to download, send or upload content of an excessive size, quantity or frequency. We'll contact you if your use is excessive;
- (d) 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;
- (e) to use or provide to others any directory or details about Three customers; or
- (f) act in a manner that is inconsistent with reasonable customer behaviour, including abusing or harassing Three's employees, our contractors or agents.

1.3 You agree to co-operate with us and follow our reasonable instructions to ensure the proper use and security of your account. This includes (but is not limited to) any instructions from us to update the settings on your Device and any instructions regarding the use of your plan, as set out in your Price Guide.

1.4 If anyone makes, or threatens to make, any claim or issue legal proceedings against you relating to your use of Three Services, you will, notify us of this immediately and, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

Responsible use - How you use the Messaging and Storage Services

1.5 While using the Messaging Services, you must not send or upload:

- (a) anything that is copyright protected, unless you have permission;
- (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way; or

(d) any material that is in violation of any law or regulation that is enforceable in the United Kingdom.

1.6 In addition, you must not establish, install or use a gateway device, application, or SIM box to send automated messages or make automated calls.

1.7 We may put limits on the use of certain Three Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.

1.8 We have no obligation to monitor the Messaging Services or Storage Services, if you exceed our published use limits, or we're made aware of any issues with your use of these Three Services (for example, if we're made aware that you're using Three Services in any of the ways prohibited in Section 7.2 above) we reserve the right to remove or refuse to send or store content on your behalf. You may still be charged for any content which is blocked or removed.

Responsible use - How you use the Age Restricted Services

1.9 If you're under 18, you're not allowed to access our Age Restricted Services. If you're 18 or over and you access the Age Restricted Services, you mustn't show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you've deactivated any access to Age Restricted Services if you let anyone under 18 use your Device.

1.10 You accept that we cannot control access to age restricted services obtained over 3rd party networks (such as WIFI services provided by other companies).

Responsible use - How you use the Three Services outside the UK

1.11 If you use Three Services from a country outside the UK:

(a) your use of Three Services may be subject to laws and regulations that apply in that other country, and we're not responsible for your failure to comply with those laws or regulations;
or

(b) you will be roaming on another operator's network so:

i. you may not receive the same level of coverage and speed as you're used to on the Three network. We have no liability if you're unable to access services abroad, or if the quality of any other operator's network services differs from those provided on the Three network and;

ii. we accept no responsibility for information processing when it leaves our control.

1.12 Use of Three Services in our Go Roam destinations is subject to our fair use policies, as published in your Price Guide, which may be updated from time to time. See www.Three.co.uk/priceguide for full details:

(a) If you use Three Services in our Go Roam in Europe destinations, you can use a portion of your voice minutes, text message and/or data allowance each month subject to paying a daily

charge of £2 per day to unlock your allowance for use in our Go Roam in Europe destinations, as set out in your Price Guide.

- (b) Any use in excess of this monthly fair use limit, but within any available data allowance, will be subject to a surcharge, as set out in your Price Guide. Fair use policies are set out in more detail in your Price Guide.
- (c) If you use Three Services in our Go Roam Around the World destinations, you can use a portion of your allowance of voice minutes, texts and data each month subject to paying a daily charge of £5 per day to unlock your allowance for use in our Go Roam Around the World destinations, as set out in your Price Guide.
- (d) If you exceed this monthly fair use limit for data, your data usage may be blocked in our Go Roam Around the World destinations until your next billing period. If you exceed any of these fair use limits for any two months within a rolling 12-month period, we have the right to suspend international roaming on your account, meaning you will no longer be able to use your device or allowances abroad. We'll let you know in advance if this is likely to happen.
- (e) If you roam exclusively in one or more of our Go Roam destinations (including both Go Roam in Europe and Go Roam Around the World) for any two complete months in a rolling 12-month period, we may suspend international roaming on your account, meaning you will no longer be able to use your device or allowances abroad. We'll let you know in advance if this is likely to happen.
- (f) If you spend a full month abroad but some of that time is spent in a destination that isn't included in Go Roam, this fair use policy won't apply.

1.13 You may accidentally roam if you're in an area close to national borders because your Device picks up a network signal across the border. If this is the case, then you may be charged as if you were roaming on an international network

Annex 2:

2. Abusive or Harassing Behaviour

- 2.1 Our staff have the right to carry out their work without violence, abuse or harassment. Any behaviour verbal or physical, which causes staff to feel uncomfortable, embarrassed or threatened, is unacceptable and will constitute a breach of this Policy. You must not abuse or harass in any way Three's employees, contractors or agents.
- 2.2 Examples of abusive behaviour include (but are not limited to) the use of unacceptable or offensive language, for example swearing, making sexually explicit, racially abusive, homophobic/transphobic/anti-LGBTQ+ derogatory remarks, sexist or ageist comments.
- 2.3 Harassment can cover a range of behaviours, including subjecting our staff to nuisance calls, for example initiating calls or chats with our contact centre advisors and deliberately not replying, or responding with heavy breathing, or even engaging them unnecessarily on matters not related to our products and services.
- 2.4 If we believe that you have acted in a manner that is inconsistent with reasonable customer behaviour and in breach of this Policy, we reserve the right to respond in the following ways:

Contact Centre Advisors

- 2.5 If you abuse or harass our contact centre advisors, we will follow a "One Strike" policy and warn you to cease the conduct immediately or the interaction will be terminated.
- 2.6 If the abuse or harassment continues, our advisors will end the call or chat and make a record of the incident on your account. Any threatening conduct will be reported to the police immediately, and a record will be placed on your account.
- 2.7 Depending on the seriousness of the incident, we may issue you with a first or second warning, or even move to disconnect your account and the Service in line with our Terms which may for example, result in a payment by you of a Cancellation Fee.

Retail Agents

- 2.8 If our retail agents believe that you are being abusive or harassing them, they may direct you to the front of house poster as a reminder of the types of conduct that we consider to be unacceptable.
- 2.9 If the abusive or harassing behaviour continues, you 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 your account.
- 2.10 Depending on the seriousness of the incident, we may issue you with a first or second warning, or even move to disconnect your account and the Service in line with our Terms which may for example, result in a payment by you of a Cancellation Fee.