

## Three Communities Terms of Use

Three Communities (the **Community**) is owned and operated by Hutchison 3G UK Limited, company number 03885486 with its registered address at 450 Longwater Avenue, Green Park, Reading, Berkshire, England, RG2 6GF (**Three, We**). The Community is hosted by Khoros, LLC (**Khoros**).

By registering for and using the Community you are deemed to accept these terms of use (the **Terms**) and agree to comply with them.

### Registration

To register to use the Community, you will need to click the profile icon at the top of any page and enter a login name. This is your screen name in the Community. It appears whenever you post or send private messages. Most people create anonymous names for the sake of privacy and to help them feel more comfortable participating.

You will also need to choose a secure password. Please ensure you keep this confidential.

In order to use this Community you must be a Three customer. We will ask you to provide your Three number so we can verify you are a Three customer.

The Community is directed to people residing in the United Kingdom. We do not represent that our Community is appropriate for use or available in other locations.

You must be at least 18 years old to use the Community.

### Contributing to the Community

For help with adding a contribution to the Community, please refer to our [About Three Community](#) page.

Each contribution must comply with our [House Rules](#) and the Contribution Standards below (together, the **Our Standards**). Our Standards apply to all content. They must be complied with in spirit as well as to the letter. If only part of an individual piece of content breaches Our Standards we reserve the right to remove the whole piece of content from the Community. No failure to remove particular material constitutes an endorsement or acceptance of it by us.

Our moderators will determine, in our discretion, whether a contribution breaches Our Standards.

Every contribution submitted to the Community may be checked by our moderators for compliance with Our Rules as soon as reasonably practicable after it is published. We cannot guarantee how quickly contributions will be posted on the Community following moderation as this will depend on other editorial commitments.

Although the Community is moderated, we are under no obligation to you or any other person to oversee, monitor or moderate the Community and we may stop moderating the Community at any time.

### **Contribution Standards**

A contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.
- Be relevant.

A contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Exploit, abuse or groom for sexual abuse a child or children.
- Contain any content that could be construed as advertising, recruiting, soliciting or procuring a child for sexual exploitation or abuse, or organising to do so.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual (including yourself).
- Infringe any copyright, database right or trade mark of any other person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be in contempt of court.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Imply an association with Three.

- Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

The above list is not exhaustive and we reserve the right to take any action necessary to protect the integrity of the platform and to remove harmful content.

If you want to complain about any content posted to the Community, please click on the post directly, then select 'Options' and 'Report Inappropriate Content / Mark as Spam' rather than replying. We'll then decide whether the content complies with Our Standards. Please only use this function if you have genuine concerns about the content. Excessive or baseless use of this reporting function constitutes a breach of these terms.

### **Copyright**

For the avoidance of doubt, unless otherwise indicated on the Community, nothing in this section is intended to give us the right to commercially exploit anything you submit to our Community. These licenses are simply to allow us to display your comments on the Community. From time to time however we may run events on the Community asking you to submit ideas specifically for us to commercially exploit.

By submitting content to the Community you grant us a non-exclusive licence to use that content. Although you'll still own the copyright in your content, we'll have the right to freely use, reproduce, publish and/or distribute, edit and/or alter for moderation purposes, your content. This licence will be free of charge, perpetual and capable of sub-licence. We may exercise all copyright and publicity rights in your comment in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

If you're not in a position to grant such a licence to us, please don't submit the comment to the Community.

### **Misuse of our Community**

When we consider that a breach of these Terms has occurred, we may at our discretion take such action as we deem appropriate including (without limitation):

- Immediate, temporary or permanent withdrawal of your right to use the Community.
- Immediate, temporary or permanent removal of any contribution already posted on the Community.
- Issue a warning to you.

- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Take further legal action against you.
- Disclose such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

You must not misuse our Community by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Community, the server on which our Community is stored, or any server, computer or database connected to our website [www.three.co.uk](http://www.three.co.uk) (our **Website**). You must not attack the Community via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Community and our Website will cease immediately.

### **Our liability**

The content on this Community is provided by us and by other users for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this Community.

We make no representations, warranties or guarantees, whether express or implied, that the content on the Community is accurate, complete or up to date.

Where our Community contains links to other sites and resources provided by third parties, these links are provided (by us or other users) for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

We expressly exclude our liability for any loss or damage arising from the use of the Community by any person in contravention of these Terms, whether the Community is moderated or not. We also remind you that all content represents the opinions of the user who posted it, not Three, and we are not liable for the content of your contributions.

We do not guarantee that the Community will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Community. You should use your own virus protection software.

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the

negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Community or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our Community; or
  - use of or reliance on any content displayed on our Community.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our Community for domestic and private use. You agree not to use our Community for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **Our intellectual property rights**

We are the owner or the licensee of all intellectual property rights on our Website and in the material published on it. Those works are protected by copyright, trademark and other intellectual property laws and treaties around the world. All such rights are reserved. Logos, product names, service names, trade names, colours, brand assets or any arrangement thereof form part of our proprietary registered and/or unregistered trademarks and intellectual property. Any unauthorised use of these trademarks may constitute a breach of our intellectual property rights. We grant you a non-exclusive, non-transferable right to view and use our Website and its content for private, non-commercial purposes only and subject to compliance with these Terms. You may print off or download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio

sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on Our Website must always be acknowledged. You must not use any part of the materials on Our Website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our Website your right to use Our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Data protection**

We, and our third party provider Khoros, will process any personal data we collect from you, or that you provide to us, when you use the Community in accordance with [Three's privacy policy](#) and [Khoros' privacy policy](#).

You can download your Community content and the personal information associated with your Community account at any time. If you decide to leave our Community, you can download this content before you close your account. Find out how to access, download and manage your [personal information](#) associated with your Community account.

### **General**

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

If you are a consumer, please note that these rules, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these rules, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

We do not guarantee that our Community, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Community for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Community through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

If your account remains inactive for 6 months we may delete it.

We amend these Terms from time to time. Every time you wish to use our Community, please check these Terms to ensure you understand the terms that apply at that time.

If you have any questions about the Community, please refer to the [FAQs](#) in the first instance. If your query is not resolved, please contact us at [communities.moderator@three.co.uk](mailto:communities.moderator@three.co.uk). For questions about Three's services please refer to our Website.