

## Three Community Terms of Use (“Terms”)

Three Community (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 and agree to comply with them.

### 1. Registration

- 1.1. Three Community is an online forum which allows Three UK and our customers to engage in discussions about our products and services, provide feedback, and highlight issues encountered.
- 1.2. To register to use the Community, you will need to be an existing Three customer and must be at least 18 years old. Posts and Private Messages (PM) can only be uploaded or sent by registered Community users; non-registered users are limited to only viewing forum posts.
- 1.3. You will need to click the profile icon at the top of any page on the Community, select ‘*Login/Registration*’ and complete your registration. It takes just a minute to register with the Community. All you need is the email and password for your Three account, then you can choose a username to appear on your Community posts and messages.
- 1.4. If this is your first time registering for My3, the Community will then send you an email to verify your email address. Please click on the link in this email to confirm and then you will be able to contribute to the Community. Until you have registered with the Community and verified your email you will only be able to view other people’s contributions to the Community.
- 1.5. The Community is directed at people residing in the United Kingdom. We do not represent that our Community is appropriate for use or available in other locations.
- 1.6. If you are an employee of Three, SMARTY or an employee of a partner or agency of Three/SMARTY and you decide to contribute to the Community, you should disclose your connection with Three/SMARTY. This is to ensure that we are retaining transparency and integrity of the Community.

### 2. Contributions to the Community and Moderation

- 2.1. For help with adding a contribution to the Community, please refer to our **[About Three Community article](#)**.
- 2.2. Each contribution must comply with these Terms and our **[House Rules](#)** which we may update from time to time. The House Rules are hereby incorporated into these Terms. Our House Rules apply to all content. They must be complied with in spirit as well as to the letter.
- 2.3. The House Rules are not exhaustive, and we reserve the right to take any action necessary to protect the integrity of the Community and to remove inappropriate, harmful or illegal content which does not relate to Three’s services.
- 2.4. If any content breaches these Terms, including our House Rules, we reserve the right to remove the post from the Community or to edit it (at our sole discretion). We also reserve the right to, among other things, lock threads, turn off ‘Likes’ on posts and undo any ‘Likes’ we believe are not

within the spirit of these Terms. No failure to remove particular material constitutes an endorsement or acceptance of it by us.

- 2.5. If we discover that you are under the age of 18, we will suspend your account until you reach the required age.
- 2.6. The Community is moderated and under the Online Safety Act (the **OSA**) 2023, our moderators are responsible for protecting users from online harms and illegal content. All types of ‘illegal content’, as defined by the Act, are prohibited from the Community and such content will be swiftly removed if uploaded.
- 2.7. Our moderators will determine, in their sole discretion, whether a contribution breaches these Terms, including our House Rules. This process is supported by the measures described below in sections 2.8 to 2.12.
- 2.8. Text Contributions: We reserve the right for our moderators to complete daily moderation checks and review contributions submitted to the Community for compliance with these Terms including, without limit, our House Rules and the OSA.
- 2.9. Video and Image Contributions: Video uploads are not permitted. Image content you seek to contribute to the Community will not be uploaded until our moderators have viewed and confirmed that such contributions comply with these Terms, including our House Rules and the OSA. Our moderators aim to review image content within 1 working day, however we cannot guarantee how quickly contributions will be posted on the Community following moderation.
- 2.10. Proactive Technology: To help keep the Community a safe and positive space, all text content is automatically filtered through Three Community’s “smut filter”, “high-risk filter” and “spam filter”.
  - i. The “smut filter” blocks inappropriate language, including profanity, sexual terms, and discriminatory slurs.
  - ii. The “high-risk filter” is intended to capture words which are potentially inappropriate or harmful and need further review. It includes references to legal and regulatory bodies or terms which may be used by a vulnerable person who requires specialised support. Our moderators aim to review “high-risk filter” posts within 1 working day and will swiftly remove the post if it is deemed to be inappropriate or illegal.
  - iii. The “spam filter” holds posts in quarantine till review by our moderators. Posts are quarantined when the system determines them to be spam (repeated identical or highly similar posts), appear to be sharing contact numbers or emails, or are directing to external links. This helps to protect you from inadvertently sharing personal information, as well as financial crime such as phishing. Our moderators aim to review “spam filter” posts within 1 working day and any genuine, “Not Spam” posts will be restored so they publicly upload onto the Community.
- 2.11. The filters work to reduce the risk of offensive or illegal content being shared on the Community. If you feel that your content has been wrongly blocked or removed due to these filters, you can raise a complaint via the routes described below in section 3.

- 2.12. User Complaints: Complaints act as an additional protection against the spread of harmful and illegal content. Our moderators review all complaints and take appropriate action as described in section 3.
- 2.13. All illegal content as defined by OSA is strictly prohibited, including the ‘priority’ and ‘non-priority’ offences. Our moderators use the measures outlined in sections 2.8 to 2.12 to protect users. Please see section 5 for more information on how we treat content that is in breach of these Terms.
- 2.14. Ofcom has grouped ‘priority illegal content’ into 17 categories in its *Overview of Illegal Harms* (February 2025), these are listed below and are strictly prohibited. This list is not exhaustive as each category contains a series of offences, for the full list please visit *Online Safety Act 2023*.
- i. Terrorism offences
  - ii. Harassment, stalking, threats and abuse offences
  - iii. Coercive and controlling behaviour offences
  - iv. Hate offences
  - v. Intimate image abuse offences
  - vi. Extreme pornography offences
  - vii. Child sexual exploitation and abuse (CSEA) offences
  - viii. Sexual exploitation of adults offences
  - ix. Unlawful immigration offences
  - x. Human trafficking offences
  - xi. Fraud and financial offences
  - xii. Proceeds of crime offences
  - xiii. Assisting or encouraging suicide offences
  - xiv. Drugs and psychoactive substances offences
  - xv. Weapons offences (knives, firearms, and other weapons)
  - xvi. Foreign interference offences
  - xvii. Animal welfare offences
- 2.15. Additional steps are used to address content that relates to ‘Terrorism’ and ‘Child Sexual Exploitation and Abuse (CSEA)’. If a user uploads this type of content, it will be immediately removed and the user will be permanently banned.
- 2.16. ‘Non-priority illegal content’ is defined as content that is not priority but poses a potential risk of harm. This type of content is strictly prohibited and will be swiftly removed if uploaded. Ofcom has created the below list of ‘non-priority offences’ which is not exhaustive and may be amended from time to time:

- i. Epilepsy trolling
- ii. Cyberflashing
- iii. Encouraging or assisting self-harm
- iv. False communications
- v. Obscene content showing torture of humans and animals
- vi. Threatening communications

### **3. Reporting Abuse/Complaints about Content.**

- 3.1. If you want to complain about any content posted to the Community and you are a registered Community member then please follow the below steps:
  - i. Move your cursor over the post you want to Report.
  - ii. Click the 'Options' icon (drop down arrow) that appears at the top-right corner of the posts.
  - iii. Select 'Report Inappropriate Content'; you may need to scroll down to see the option.
  - iv. Give a brief description as to why you believe this post is inappropriate and include the word 'complaint' in your message.
  - v. Click 'Notify Moderator'.
- 3.2. Registered users are also able to send a private message (PM) directly to a moderator to report their concern. Please see the Community FAQs section [here](#) for more instructions on how to use the PM feature.
- 3.3. If you are not a registered Community member and are concerned about any content posted to the Community, then please contact us at [community.moderator@three.co.uk](mailto:community.moderator@three.co.uk).
- 3.4. Regardless of your chosen complaint route, you are able to provide relevant supplementary information or supporting material, if necessary.
- 3.5. Complaints reported in accordance with sections 3.1 to 3.3 will be reviewed by our moderators to determine whether the content complies with our Terms, including our House Rules and the OSA. A moderator will confirm receipt of your complaint and aim to review it within 1 working day.
- 3.6. Our moderators reserve the right to re-direct you to another team within Three UK e.g. Customer Wellness Team, if they determine that you require this type of support.
- 3.7. If your complaint is found to be valid after review, our moderators will take appropriate action in accordance with section 5 below and you will be informed of the outcome. If no action is necessary, this will also be communicated to you with an explanation.
- 3.8. If you wish to appeal the outcome of your complaint, please follow the steps described in section 4 below.

- 3.9. We do not disclose details of complaints or who submitted them to other Community users. 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.

#### **4. Appeals**

- 4.1. Users may appeal the outcome of a complaint, and any decision made regarding the removal or editing of their posts. The appeal process mirrors the 'Complaints' process; please follow the steps described above in 3.1 and add [APPEAL] in the description to differentiate it from a complaint.
- 4.2. Alternatively, registered users can send a private message titled [APPEAL] to a moderator.
- 4.3. If you're a non-registered user and wish to appeal the outcome of a complaint, you can submit an appeal to [community.moderator@three.co.uk](mailto:community.moderator@three.co.uk) and add [APPEAL] in the description.
- 4.4. A moderator will confirm receipt of your appeal and aim to review it within 1 working day. You will be informed whether it has been upheld and the content restored or denied. If necessary, the 'smut' and 'high-risk' filters will be adjusted to mitigate the risk of future errors occurring.
- 4.5. To eliminate the risk of bias, appeals are reviewed by a different moderator whose actions are not subject of the appeal.

#### **5. Misuse of our Community**

- 5.1. 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):
  - i. Issue a warning to you.
  - ii. Immediate, temporary or permanent removal or editing of any contribution already posted on the Community.
  - iii. Immediate, temporary or permanent withdrawal of your right to use the Community.
  - iv. 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.
  - v. Take further legal action against you.
  - vi. Disclose such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 5.2. Our moderators will immediately remove a post containing 'priority illegal content' if discovered on the Community. As described in 2.14 above, content relating to 'Terrorism' or 'Child Sexual Exploitation and Abuse (CSEA)' is treated differently. This type of content will be immediately removed, and the user's right to use the Community will be permanently withdrawn.
- 5.3. 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 <https://www.three.co.uk/> (our

Website) or the Three App. 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 and Three App will cease immediately.

## **6. Our liability**

- 6.1. 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.
- 6.2. We make no representations, warranties or guarantees, whether express or implied, that the content on the Community is accurate, complete or up to date.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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. If, in contravention of these Terms, you are a business user then:
  - 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.

6.7. 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.

## 7. Our intellectual property rights

- 7.1. We are the owner or the licensee of all intellectual property rights on our Website, including the Community, and the Three App, and in the material published on them. Those works are protected by copyright, trade mark 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 trade marks and intellectual property.
- 7.2. Any unauthorised use of these trade marks may constitute a breach of our intellectual property rights. We grant you a non-exclusive, non-transferable right to view and use our Website, including the Community, and the Three App and their content for private, non-commercial purposes only and subject to compliance with these Terms.
- 7.3. You may print off or download extracts, of any page(s) 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, including the Community, and the Three App, must always be acknowledged.
- 7.4. You must not use any part of the materials 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, including the Community, and/or the Three App, your right to use our Website, including the Community, and the Three App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 8. Data protection

- 8.1. 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's privacy policy](#)**.
- 8.2. 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 the personal information associated with your Community account **[here](#)**.

## 9. General

- 9.1. Community users may post, upload or otherwise contribute content to the Community ("**User Content**").
- 9.2. The intent of the contributions is to share questions, feedback and answers about Three with your peers.
- 9.3. It is not the intention of the Community for you to provide unsolicited ideas, proposals or suggestions about Three's products and services, marketing campaigns and promotions, processes or technologies or otherwise (together "**Unsolicited Ideas**"). Please do not submit any Unsolicited Ideas on the Community. We do not accept, review or consider any Unsolicited Ideas so as not to create any misunderstandings and arguments that Three's products, services or marketing (which we, at Three, are constantly innovating) are similar to that which you may have thought up. For the avoidance of doubt, by contributing to the Community, you agree that your User Content does not contain any Unsolicited Ideas.
- 9.4. You hereby confirm that all User Content that you post is owned by you, is an original and is independently created by you and/or you have a licence to use the User Content in the manner set out in these Terms without restriction. You agree that you will not post anything that you do not have rights to or which you are unsure of origin.
- 9.5. You retain ownership of your User Content when you contribute it to the Community. However, in order for us to make your User Content available on the Community we require a limited licence from you to use such User Content. Accordingly, you grant us a non-exclusive, transferrable, sub-licensable, royalty-free, fully paid, irrevocable, perpetual, worldwide licence to reproduce, publish and/or distribute, display, make available, edit, modify and/or alter for moderation purposes, your User Content. If you're not in a position to grant such licence to us, please don't submit User Content to the Community.
- 9.6. For the avoidance of doubt, unless otherwise indicated on the Community and in these Terms (for example Feedback and Unsolicited Ideas), nothing in this section is intended to give us the right to commercially exploit anything you submit to our Community. The User Content licence is simply to allow us to display your comments on the Community.
- 9.7. We may exercise all copyright and publicity rights in your User Content, Feedback and Unsolicited Ideas (where applicable) in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.
- 9.8. 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.
- 9.9. 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.



- 9.10. 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.
- 9.11. 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.
- 9.12. You are also responsible for ensuring that all persons who access our Community through your Community account are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 9.13. If your account remains inactive for 6 months we may delete it.
- 9.14. 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 **FAQ section** of the Community in the first instance. For questions about Three's services please refer to our **Website**.

**v.2 – Last updated 26<sup>th</sup> March 2025**