



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 Agreement with us, along with your Terms and Conditions for Use of Three Services (the "**Terms**") which can be found at www.three.co.uk/terms-conditions. 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. **You acknowledge and agree that Three has a 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 type of unacceptable behaviour or abuse including harassment, intimidation, sexual harassment or bullying of our customers or our employees.

Definitions used within this Policy shall be as defined in your Agreement with us.

1. Updating the Policy

1.1. 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.

2. Your use of Three Services

2.1. You may only use Three Services as set out in your Agreement (this includes the Responsible Use clauses found in **Annex 1** of this Acceptable Use Policy).

2.2. You 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 we give you permission;
- (e) to download, send or upload content of an excessive size, quantity or frequency. We'll contact you if your use is deemed excessive;
- (f) threatening the integrity or security of any device, network or system including the transmission of viruses, harmful components or malware;
- (g) 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 the Three Services;
- (h) to use or provide to others any unauthorised directory or details about Three customers; or
 - (i) to act in a manner that is inconsistent with reasonable customer behaviour, including abusing or harassing our employees, our contractors or agents.

each a “**Prohibited Activity.**”

3. Breaches of the Acceptable Use Policy

- 3.1. 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 customers in order to ensure that such use is compliant with the relevant terms of this Policy and your Agreement at all times.
- 3.2. 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 include but are not restricted to:
 - (a) investigating the possible breach;
 - (b) having a conversation on the phone or sending an informal email asking for your cooperation;
 - (c) sending you a formal warning;
 - (d) restricting your access to all or any part of our services with immediate effect;
 - (e) whole or partial suspension of your account and access to Three Services with immediate effect; and/or
 - (f) whole or partial termination of your account and access to Three Services with or without notice.
- 3.3. 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**.
- 3.4. Three reserves the right to charge you for any costs and expenses, whether direct or indirect, associated with preventing or responding to your breach of this policy and/or responding to associated third party complaints.
- 3.5. 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 Acceptable Use Policy, a Prohibited Activity or your Agreement.

4. Making a complaint

- 5.2 If you feel that Three has breached this Acceptable Use Policy and you wish to make a complaint, please see our Complaints Process at www.three.co.uk/support/complaints/how-to-complain.

5 General

- 5.2 We reserve the right to use your account information and Personal Data in connection with any investigation carried out by Three in accordance with this Policy, your Agreement and Three’s Privacy Policy, available at http://www.three.co.uk/privacy_safety. 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, including without limitation, the police.

Annex 1:

1 Responsible use - How you use the Three Services

1.1 You may only use Three Services:

- (a) as set out in your Agreement with Three; 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, improper or Prohibited Activities set out in this Acceptable Use Policy.

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.

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 Services

1.4 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.

1.5 In addition, you must not establish, install or use a gateway device, application, or SIM box to send automated messages or make automated calls that are excessive in size, quantity or frequency. We'll contact you if your use is excessive.

1.6 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.

1.7 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 to carry out any of the Prohibited Activities set out in this Acceptable Use Policy). 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

1.8 If you're under 18, you're not permitted 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.

1.9 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

1.10 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 and
- (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.

1.11 If you're a Pay Monthly customer, 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, any use in excess of your monthly fair use data limit, but within any available data allowance, will be subject to a surcharge.
- (b) If you use Three Services in our Go Roam Around the World or Go Roam Around the World Extra destinations, any use in excess of your monthly fair use data limit, but within any available data allowance, will be subject to a surcharge. If you exceed any of the fair use limits for minutes or texts in 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.

- 1.12 If you're a Pay As You Go customer, to use Three Services in one of our Go Roam destinations you must first activate your SIM in the UK to ensure it is correctly provisioned on the Three network.
- 1.13 If you're a Pay As You Go customer, you can choose to convert your top-up credit into an Add-on and use Three Services in our Go Roam destinations subject to roaming allowances, 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, any use in excess of your monthly roaming allowance, but within any available data allowance, will be subject to a surcharge. There are no roaming allowance limits for calls made or texts sent to standard mobile or landline numbers within our Go Roam in Europe destinations or back to the UK.
 - (b) If you use Three Services in our Go Roam Around the World destinations, any use in excess of your roaming allowance for data may result in your data usage being blocked in our Go Roam Around the World Destinations until your next billing period. If you exceed any of your roaming allowances 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.
- 1.14 If you roam exclusively in one or more of our Go Roam destinations (including Go Roam in Europe, Go Roam Around the World and Go Roam Around the World Extra) 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. 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 won't apply.
- 1.15 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:

1 Abusive or Harassing Behaviour

- 1.1 Our staff have the right to carry out their work without violence, abuse or harassment, including sexual 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.
- 1.2 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.
- 1.3 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.
- 1.4 If Three determines in Three's sole opinion 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

- 1.5 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.
- 1.6 If the abuse or harassment continues, our advisors will end the call or webchat 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.
- 1.7 Depending on the seriousness of the incident, we may issue you with a first or second warning, or even move to suspend or disconnect your account and access to Three Services in line with your Agreement which may for example, result in a payment by you of a Cancellation Fee.
- 1.8 We may also take additional measures to prevent contact with Three's advisors in the future, for example by blocking your IP address(es) and/or number(s).'

Retail Agents

- 1.9 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.
- 1.10 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.

1.11 Depending on the seriousness of the incident, we may issue you with a first or second warning, or even move to suspend or disconnect your account and access to Three Services in line with your Agreement which may for example, result in a payment by you of a Cancellation Fee.