

Vodafone Acceptable Use Policy

Business Customers



1. General

1.1 This Acceptable Use Policy (this “**Policy**”) forms part of your agreement with Vodafone and defines the acceptable use of Vodafone’s Fixed and Mobility services (each, a “**Service**” and collectively the “**Services**”) provided by Vodafone Group Plc, Vodafone Limited and/or their affiliates (together “**Vodafone**”) to each of its customers and/or partners (each a “**Customer**”). In this Policy, a “**User**” means an individual end user of the Service provided to the Customer.

1.2 The Customer: (a) may allow Users to use the Services and shall make sure that Users do so consistently with this Policy, whether such use is authorised or unauthorised by Customer; (b) shall be responsible for Users’ authorised or unauthorised use of the Services, including payment obligations, whether to Vodafone or to third parties (such as providers of content, goods or services); and (c) is responsible for protecting its passwords and for any authorised or unauthorised use made of such passwords.

1.3 The Customer shall notify Vodafone as soon as reasonably practicable of any violation of this Policy and must cooperate in any efforts to stop or remedy the violation.

1.4 Vodafone reserves the right to change this Policy from time to time and it is the Customer’s responsibility to check it.

1.5 Any phrases introduced by the terms “including”, “include”, “in particular” or any similar expression are deemed to have the words “without limitation” following them and are construed as illustrative and do not limit the sense of the words preceding those terms.

2. Prohibited Activities

2.1 The Customer will not (directly or indirectly) use, or attempt to use, the Service (including through another provider’s service using a Vodafone account or remailer) to effect or participate in any of the following activities (each a “**Prohibited Activity**”):

2.1.1 Message, Voice or Content Abuse

- (a) Sending or publishing: (i) bulk messages (including marketing, notifications and spam); and/or (ii) automated content, posts or communications in any form, including the generation of artificially inflated traffic.
- (b) Producing content that may be regarded as: (i) harmful to others, or Vodafone’s operations or reputation, (ii) contrary to a commercial agreement (e.g. breach of a non-disclosure obligation), (iii) abusive, (iv) obscene, (v) deceptive, (vi) a nuisance, or (vii) fraudulent.
- (c) Using our Services or SIMs to artificially inflate traffic (including, but not limited to, call forwarding services, concurrent calling, paging services, onward calling services, presenting a premium rate number for the purposes of returning calls to the Customer and calling the Customer’s own number (or an affiliate or associate’s number) for the purposes of generating traffic).

2.1.2 Security or Network Abuse

- (a) Falsifying user or other Service-related information, including omitting, deleting, forging or misrepresenting transmission information provided to Vodafone or to other Service users (including headers, return mailing, Internet protocol addresses or any other part of a message describing its origin or route).
- (b) Withholding or cloaking Customer’s identity, origin or contact information, including assuming a sender’s identity without the sender’s explicit permission.
- (c) Accessing or threatening the integrity or security of any device, network or computer system, without proper authorisation, including, the transmission of worms, viruses or other malicious codes.
- (d) Using any part of the Services with the intention of adversely affecting the operation or users of any computer system or network (including the Internet), including denial of service attacks, web page defacement, port and network scanning and unauthorised system penetrations.

(e) Using or permitting anyone to use the Service to guess passwords or access other systems or networks without written authorisation.

(f) Using our Services or SIMs to do anything that may deteriorate, or otherwise adversely affect, the performance of our network or prevent other users from using our network.

(g) An Unlimited Data mobility SIM (“**Unlimited SIM**”) must only be used for legitimate business purposes by an individual, in the manner intended by Vodafone and consistent with all terms of this Policy.

Examples of unacceptable use or prohibited activity include but are not limited to: (i) multiple people using an individual Unlimited SIM and data allowance on a mobility service plan; and/or (ii) reselling the Unlimited SIM to a third party. If Customer uses an Unlimited SIM in a manner that is contrary to this clause, this may cause excessive congestion and damage to the Vodafone network. Vodafone reserves the right to monitor the amount of data Customer is using to identify whether Customer is using the Unlimited SIM in a way that is contrary to this policy. Where Vodafone notices a Customer’s data usage exceeds 600GB per month twice or more in a 6-month period, Vodafone may investigate whether Customer’s use of the Service is inconsistent with this Policy. Following such an investigation, if Vodafone determines or reasonably suspects that Customer’s usage is for purposes other than the permitted use then Vodafone reserve the right to transfer the Customer to a more suitable plan or take other action in line with this Policy.

2.1.3 Harmful, Deceptive or Illegal Activities

- (a) Violating any law or regulation (including libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party’s copyrights, trade marks, patents, trade secrets or other intellectual property rights).
- (b) Engaging in other activities that degrade or interfere with users of the Service or other connected services.
- (c) Avoiding incurring charges in a way that is inconsistent with good faith commercial practice.
- (d) Using our Services and SIMs for anything other than legitimate business purposes.

2.1.4 Regulatory

- (a) Ensuring that any individual User does not spend more than £240 per month and/or £40 for any single transaction, when using our Services to:
 - i. call numbers beginning with the following prefixes: 118, 0871, 0872, 09, 084 and 0873;
 - ii. to send a text to a premium number (such as charity, voting or competition numbers); or
 - iii. purchase content from our charge to bill partners.

2.1.5 Roaming

(a) Where applicable, use of Services while in our Europe Zone (excluding the UK), Roam-free or Roam-further destinations is only intended for temporary, periodic travel such as business trips, holidays and short breaks. Our Services should not be used in these destinations for prolonged periods of time which do not follow reasonable travel patterns and behaviour.

2.1.6 Gateway

(a) Using gateway devices, applications or SIM boxes (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the internet) for the purposes of sending automated messages, or making automated calls.

3. Rights and Remedies

3.1 If Vodafone determines (in its sole and absolute discretion) that a Customer has materially failed to comply with this Policy, including by engaging in a Prohibited Activity, Vodafone may at any time:

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- 3.1.1 Suspend or terminate the provision of the Service (and the agreement for the provision of the Service);
- 3.1.2 Impose additional charges on the Customer in proportion to the impact of the Prohibited Activity;
- 3.1.3 Transfer the Customer to a more appropriate plan; and/or
- 3.1.4 Implement traffic management measures, including without limitation deprioritising and/or denying traffic at times of congestion (or otherwise) to, a Customer's Service. For further information on the traffic management measures Vodafone may implement, please see Vodafone's Traffic Management Key Facts Indicator (which is hereby incorporated into this Policy) at vodafone.co.uk/terms > Consumer > Network and coverage > Traffic management.

Vodafone will attempt to contact the Customer if Vodafone decides to terminate the Customer's Service pursuant to this Policy.

3.2 Vodafone may, but does not assume the obligation to, implement technical mechanisms to prevent a Prohibited Activity (where feasible).

3.3 If a network or network device is compromised, Vodafone may assist in the tracking and/or expulsion of an offender on the network level to the extent Vodafone determines is reasonable.

3.4 If the Service is the subject of a distributed denial of service attack (or other activity comparable to such an attack) whether or not such attack affects other customers, Vodafone may, but is not obliged to, disconnect the Customer's IP address or addresses from the Vodafone network, or otherwise mitigate the attack, until such time as the attack has ceased.

3.5 Without prejudice to clause 3.1, Customer acknowledges and agrees that Vodafone may apply traffic management measures at times of congestion, including without limitation:

- 3.5.1 deprioritising Customer's traffic on the Network; and/or
- 3.5.2 reducing the speed of Customer's traffic on the Network.

For further information on the traffic management measures Vodafone may implement, please see Vodafone's Traffic Management Key Facts Indicator (which is hereby incorporated into this Policy) at vodafone.co.uk/terms > Consumer > Network and coverage > Traffic management.

3.6 Vodafone may charge the Customer the direct and indirect administrative costs and expenses associated with preventing or responding to Customer's violation of this Policy including the identification and removal of offenders from the Service and responding to associated third party complaints.

3.7 Nothing in this Policy limits Vodafone's rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.