



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 (whether actually or attempted, directly or indirectly) 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, but not limited to, marketing, notifications, 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 contact numbers that pay any revenue (including, but not limited to, call forwarding services, concurrent calling, paging services and onward calling services).

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 the performance of our network, or prevent other users from using our network.

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, trademarks, 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 call numbers beginning with the following prefixes: 118, 0871, 0872, 09, 084 and 0873.

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 holidays and short breaks. Use of our Services in these destinations should not be used for prolonged periods of time which do not follow reasonable business holiday or 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 Vodafone may suspend, terminate and/or deny traffic to a Customer's Service at any time for any material failure of Customer to comply with this Policy or for Customer engaging in a Prohibited Activity (as determined by Vodafone, in its sole and absolute discretion). Vodafone will attempt to contact the Customer if it needs to terminate the Customer's Service.

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

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 finds 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 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.

3.6 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.