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Acceptable Usage Policy

1. General

1.1 This Acceptable Usage Policy (this “**Policy**”) forms part of the Mobile Network Services agreement with Daisy Corporate Services Trading Limited (the “**Company**”) and defines the acceptable use of the Mobile Network Services provided by the Company to the Customer. Defined terms used in this Policy shall have the meanings set out in the General Terms & Conditions for the Supply of Products and/or Services and/or Specific Conditions M2 – Mobile Network Services.

1.2 The Customer: (a) may allow End Users to use the Mobile Network Services and shall make sure that End Users do so consistently with this Policy, whether such use is authorised or unauthorised by Customer; (b) shall be responsible for End Users’ authorised or unauthorised use of the Mobile Network Services, including payment obligations, whether to the Company 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 the Company 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 The Company 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 Mobile Network Services 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 the Company’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 the Mobile Network 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 Mobile Network Services-related information, including omitting, deleting, forging or misrepresenting transmission information provided to the Company; including headers, return mailing, Internet protocol addresses or any other part of a message describing its origin or route.

(b) Withholding or cloaking the 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 Mobile Network 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 Mobile Network Service to guess passwords or access other systems or networks without written authorisation.

(f) Using the Mobile Network Services or SIMs to do anything that may deteriorate the performance of the network or prevent other users from using the network.

(g) An Unlimited Data Tariff must only be used for legitimate business purposes by an individual, in the manner intended by the Company and consistent with all terms of this Policy. Examples of unacceptable use or prohibited activity include: (i) multiple people using



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an individual Unlimited Data Tariff and data allowance on a mobility service plan; and/or (ii) reselling the Unlimited Data Tariff to a third party.

(h) If Customer uses the Unlimited Data Tariff in a manner set out at clause 2.1.2 (g) this may cause excessive congestion and damage to the network. The Company reserves the right to monitor the amount of data the Customer is using to identify whether it is using the Unlimited Data Tariff in a way that is contrary to this Policy. Where the Company notices a Customer's data usage exceeds 500GB per month twice or more in a 6-month period, the Company may investigate whether the Customer's use of the Mobile Network Service is inconsistent with this Policy. Following such an investigation, if the Company determines or reasonably suspect that Customer's usage is for purposes other than the permitted use then the Company reserves the right to transfer the Customer to a more suitable plan or take other action in line with clause 3 of 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, trademarks, patents, trade secrets or other intellectual property rights).

(b) Engaging in other activities that degrade or interfere with users of the Mobile Network Service or other connected services.

(c) Avoiding incurring charges in a way that is inconsistent with good faith commercial practice.

(d) Using the Mobile Network Services and SIMs for anything other than legitimate business purposes.

2.1.4 Roaming

(a) Where applicable, use of the Mobile Network Services while in our Europe Zone (excluding the UK), Travel-Free or Travel-Plus destinations is only intended for temporary, periodic travel such as business holidays and short breaks. Use of the Mobile Network 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.

(b) Vodafone "unlimited" tariffs where the End User is utilising their standard UK allowance while roaming will have a limit of 25GB for any billing period. If an End

User exceeds this limit, the Company reserves the right to charge the Customer for such excess usage in accordance with the Company's standard roaming rates, as amended from time to time.

(c) If the Customer uses the Mobile Network Services in destinations outside of the UK that qualify for inclusive access to standard bundles (including those countries that qualify for daily roaming services such as Travel-Free and Travel-Plus), for more than 50% of the time in any four-month rolling period, the Company may issue a notice requesting that the Customer moderates usage of the Mobile Network Services. If the Customer's usage continues to exceed 50% in the two-week period following such notification, the Company reserves the right, on notice, to (i) charge the Customer for such excessive usage; and/or (ii) bar such roaming services.

2.1.5 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 The Company may suspend, terminate and/or deny traffic to the Mobile Network Services at any time for any material failure of Customer to comply with this Policy or for the Customer engaging in a Prohibited Activity (as determined by the Company, in its sole and absolute discretion). The Company will attempt to contact the Customer if it needs to terminate the Mobile Network Services.

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

3.3 Where the Customer's data usage exceeds 500GB per month twice or more in a 6-month period, the Company reserves the right to charge the Customer for such excess data usage in accordance with the Company's standard rates, as amended from time to time.

3.4 The Company 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



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Mobile Network Service and
responding to associated third party complaints.

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