



## Vodafone Acceptable Use Policy for Consumer customers

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### 1. General:

- a. This Acceptable Use Policy ("Policy") covers your usage obligations for Vodafone Pay monthly or Pay as you go services (including internet in the Car 'IITC') (each, a "Service" and collectively the "Services") provided by Vodafone Group Plc, Vodafone Limited and/or their affiliates (together "Vodafone"). It forms part of your contract with us, along with your Pay monthly terms and charges guide, your Pay as you go terms and charges guide or IITC terms (whichever applicable).
- b. 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. In this policy, a "User" or "Customer" means an individual end user of the Service.
- c. 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.
- d. You have an obligation to use our Services for private, personal, and legitimate purposes only. Your use of our Services should not exceed that reasonably expected of a reasonable person using them for these purposes.
- e. Failure to adhere to the policy may mean a loss of, or restriction to your service. Below is a non-exhaustive list of your obligations and the types of activity which you should avoid.
- f. This policy incorporates our traffic management measures. More information on our traffic management can be found on [vodafone.co.uk/terms](http://vodafone.co.uk/terms) in the '[Traffic management](#)' section.

### 2. Use of our services:

- a. You must not use our Services or SIM cards for purposes other than personal use, such as business purposes.
- b. You must not use 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.
- c. You must not make calls or send texts (including SMS and MMS) in relation to the marketing, promotion or administration of a business, group or organisation, or for any non-private/non-personal purpose. For example, sending bulk texts to a Customer base, or a non-private/non-personal group distribution list.
- d. You must not make an excessive number of calls to an unusually large number of recipients, with the intention of promoting a business or service, or non-personal purpose.
- e. You must not use our Services or SIM cards to generate artificially inflated traffic, or to send automated or unsolicited text messages.
- f. You must not send abnormally high volumes of texts/picture messages, send texts/picture messages to an unusually large number of recipients, send large volumes of texts/picture messages in a short space of time or send SPAM texts/picture messages.
- g. You must not resell our Services.
- h. You must not allow anyone else to use, our Services or SIM cards to contact numbers that pay any type of revenue (including, but not limited to, call forwarding services, concurrent calling, paging services, onward calling services).
- i. You must not make unusually high volumes of calls or make calls to earn financial revenue or other reward.
- j. You must not establish, install or use a gateway device, application, or SIM box (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the internet for the purposes of making large volumes of calls or sending large volumes of texts or picture messages)
- k. You must not use gateway devices, applications, or SIM boxes to send automated messages, or to make automated calls

### 3. Specific to data use and unlimited data use:

- a. Data must only be used for legitimate personal purposes by an individual, in the manner intended by Vodafone and consistent with all terms of this Acceptable Use Policy.
- b. If you're using the data in a way which we believe is harmful to our network we may introduce certain traffic management measures such as throttling which might reduce your speed, reduce access to your services, impose further charges on your account or we may disconnect your SIM. We will attempt to notify you before any disconnection



takes place. More information on traffic management can be found on [vodafone.co.uk/terms](http://vodafone.co.uk/terms) in the '[Traffic management](#)' section.

- c. If you use unlimited data in a manner that may cause excessive congestion and damage to the Vodafone network: Vodafone reserve the right to monitor the amount of data you are using to identify whether you are using the unlimited data 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 your use of the Service is inconsistent with this policy. Following such an investigation, if we determine or reasonably suspect that your usage is for purposes other than the permitted use then Vodafone reserve the right to transfer you to a more suitable plan or take other action in line with this policy

#### 4. Harmful, Deceptive or Illegal activities:

You must not use our Services or SIM cards for any harmful, deceptive or illegal activity which includes (but is not limited to):

- 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. fraudulent or criminal purposes, or in a way that's in breach of law (including making calls, sending messages or posting or downloading content which is, offensive, defamatory, indecent or a nuisance) or in a way that might harm children or other vulnerable people;
- c. making nuisance calls, illegal file-sharing or downloads, or viewing illegal content;
- d. engaging in other activities that degrade or interfere with users of the Service or other connected services;
- e. avoiding incurring charges in a way that is inconsistent with good faith practice; or
- f. using our Services and SIMs for anything other than legitimate personal purposes.

#### 5. Roaming:

- a. You must not use any inclusive roaming services more than would be reasonably expected. Use of our services while you are roaming is intended for temporary, periodic travel such as holidays and short breaks.
- b. We will monitor and check your roaming use. If, during any 4 month period, you roam in our roaming zones destinations for 62 days or more AND your corresponding roaming usage exceeds your usage within the UK, you may incur additional roaming charges. We will send you notification two weeks prior to charging you any additional roaming charges, to allow you time to adjust your usage accordingly. These additional roaming charges will be: £0.033 per minute for calls, £0.01p per SMS/MMS and £3.13 per 1GB of data
- c. You will still be able to receive calls and texts from friends and relatives at no extra cost.
- d. Please note that for IITC although we won't charge extra, we will contact you if you have breached the 62 day limit in 5b, and if you fail to reduce your roaming usage we may re-register your IITC account to the correct home country. Please note these actions may include suspending your account, providing a pro-rata refund for unused data bundles and requesting you to re-register for the country in which the majority of your service usage is made. We will always contact you at least two weeks' before taking any of these actions.

#### 6. What happens if your usage falls outside the Acceptable Usage Policy:

- a. Vodafone may suspend, terminate and/or deny traffic to the 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).
- b. Vodafone will attempt to contact the Customer if it needs to terminate the Customer's Service.
- c. If we suspect you're not adhering to our Acceptable Use Policy, we reserve the right to impose further charges on you and/or disconnect your SIM card or contract at any time.
- d. We may also restrict access to just one part of your service (for example, restrict your use of our text service if we believe you have sent text messages that are in breach of this policy).

#### 7. Other key information:

- a. You are not permitted to spend more than £240 per month and £40 for any single transaction, when using our Services to do any of the following:
  - i. call numbers beginning with the following prefixes; 09, 084 118, 0871, 0872, 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 (see [www.vodafone.co.uk/my-vodafone-account/billing-and-payments/charge-to-bill](http://www.vodafone.co.uk/my-vodafone-account/billing-and-payments/charge-to-bill)).
- b. 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.



## 8. Rights and Remedies:

- a. 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:
  - i. Suspend or terminate the provision of the Service (and the agreement for the provision of the Service);
  - ii. Impose additional charges on the Customer in proportion to the impact of the Prohibited Activity;
  - iii. Transfer the Customer to a more appropriate plan; and/or
  - iv. Implement traffic management measures, including throttling the speed of, or denying traffic 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](http://vodafone.co.uk/terms) > Consumer > Network and coverage > Traffic management.
- b. Vodafone will attempt to contact the Customer if Vodafone decides to terminate the Customer's Service pursuant to this Policy.
- c. Vodafone may, but does not assume the obligation to, implement technical mechanisms to prevent a Prohibited Activity (where feasible).
- d. 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.
- e. 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.
- f. 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.
- g. 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.

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