

SMARTY's Acceptable Use Policy

SMARTY's Acceptable Use Policy ("**Policy**") covers what we expect of our customers in relation to your interactions with our employees, contractors and/or agents (whether over the phone or on webchat) with regard to your SMARTY services (the "**Service**"). It forms part of your contract with us, along with your Terms and Conditions for Using SMARTY (the "**Terms**") and the Price Guide for your plan.

At SMARTY we have 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 types of unacceptable behaviour or abuse including harassment, intimidation or bullying of our employees, contractors and/or agents.

1. Who's who

When we say 'we', 'us' or 'our' in this Policy means Hutchison 3G UK Limited, trading as 'SMARTY', (company number 03885486), with its registered address at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF. Any reference to 'you' or 'your', we mean you, our customer, or anyone else you allow to use the Service.

2. Updating the Policy

We may update or amend this Policy at any time, so please check our website regularly at www.smarty.co.uk (under Terms and conditions) 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.

3. Your use of SMARTY Services

You must not act in a manner that is inconsistent with reasonable customer behaviour, including abusing or harassing our employees, our contractors and/or agents.

4. Breaches of the Acceptable Use Policy

If we believe that you have engaged in conduct that could be viewed as abusive or harassing towards Three's employees, contractors or agents the processes detailed below in **Annex 1** will apply.

5. Making a complaint

Complaints regarding possible breaches of this Policy will be accepted via our standard abuse reporting mechanism. You can find out how to submit a complaint at www.smarty.co.uk/complaints.

6 General

We reserve the right to use your personal data and account information in connection with any investigation carried out by SMARTY in accordance with this Policy and our Privacy Policy. This

includes disclosing relevant data and account information it to any third-party authorities that we consider have a legitimate interest in any such investigation or its outcome.

Annex 1

1. Our staff have the right to carry out their work without violence, abuse or harassment. Any behaviour, 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 SMARTY's employees, contractors or agents.
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.
3. Harassment can cover a range of behaviours, including subjecting our staff to nuisance calls and can include but is not limited to, initiating chats with our contact centre advisors and deliberately not replying; responding with inappropriate or abusive language; or even engaging them unnecessarily on matters not related to our products and services.
4. If we believe 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 as follows:
 - a. If you abuse or harass our contact centre advisors (whether over the phone or on webchat), we will follow a "One Strike" policy and warn you to cease the conduct immediately or the interaction will be terminated.
 - b. If the abuse or harassment continues, our advisors will end the call or chat 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.
5. Depending on the seriousness of the incident, we may issue you with a first or second warning, or even move to disconnect your account and the Service in line with our Terms which may for result in any unused credits or allowances being forfeited.