

## SMARTY Community Terms of Use (“Terms”)

SMARTY Community (the **Community**) is owned and operated by Hutchison 3G UK Limited, company number 03885486 with its registered address at 450 Longwater Avenue, Green Park, Reading, Berkshire, England, RG2 6GF (**SMARTY, We**). The Community is hosted by Khoros, LLC (**Khoros**).

By registering for and using the Community you are deemed to accept these Terms and agree to comply with them.

### 1. Registration

- 1.1. To register to use the Community, you will need to be an existing SMARTY customer and must be at least 18 years old.
- 1.2. You will need to click the profile icon at the top of any page on the Community, select ‘*New User? Register here.*’ and complete your registration. It takes just a minute to register with the Community. All you need is your SMARTY username, password, and a valid email address.
- 1.3. The Community will then send you an email to verify your email address – please click on the link in this email to confirm and then you will be able to contribute to the Community. Until you have registered with the Community and verified your email you will only be able to review other people’s contributions to the Community.
- 1.4. The Community is directed to people residing in the United Kingdom. We do not represent that our Community is appropriate for use or available in other locations.
- 1.5. If you are an employee of SMARTY, Three or an employee of a partner or agency of SMARTY/Three and you decide to contribute to the Community, you should disclose your connection with SMARTY. This is to ensure that we are retaining transparency and integrity of the Community.

### 2. Contributing to the Community

- 2.1. For help with adding a contribution to the Community, please refer to our **[Get to know our Community page.](#)**
- 2.2. Each contribution must comply with these Terms and our **[House Rules](#)**. The House Rules are hereby incorporated into these Terms. Our House Rules apply to all content. They must be complied with in spirit as well as to the letter.
- 2.3. If any piece or part of a piece of content breaches these Terms, including our House Rules, we reserve the right to remove the whole piece of content from the Community or to edit it (at our sole discretion). We also reserve the right to, among other things, lock threads, turn off ‘Kudos’ on posts and undo any ‘Kudos’ we believe are not within the spirit of these Terms. No failure to remove particular material constitutes an endorsement or acceptance of it by us.
- 2.4. If we discover that you are under the age of 18 we will suspend your account until you reach the required age.

- 2.5. Although the Community is moderated, we are under no obligation to you or any other person to oversee, monitor or moderate the Community and we may stop moderating the Community at any time.
- 2.6. Our moderators will determine, in our sole discretion, whether a contribution breaches these Terms, including our House Rules.
- 2.7. Text Contributions: We reserve the right, but without the obligation, for our moderators to check contributions submitted to the Community for compliance with these Terms including, without limit, our House Rules.
- 2.8. Video and Image Contributions: Video and image content you seek to contribute to the Community will not be uploaded until our moderators have viewed and confirmed that such contributions comply with these Terms, including our House Rules. We cannot guarantee how quickly contributions will be posted on the Community following moderation as this will depend on other editorial commitments.
- 2.9. The House Rules are not exhaustive and we reserve the right to take any action necessary to protect the integrity of the Community and to remove harmful content.

### 3. Reporting Abuse/Concerns about Content.

- 3.1. If you want to complain about any content posted to the Community and you are a registered Community member then please click on the post directly, then select 'Options' and 'Report Inappropriate Content / Mark as Spam' rather than replying.
- 3.2. If you are not a registered Community member and you are concerned about any content posted to the Community then please contact us through webchat where we can register your concern and pass it on to our moderators.
- 3.3. Concerns reported in accordance with 3.1 and 3.2 will be reviewed by our moderators to decide whether the content complies with our Terms, including our House Rules. Please only use this function if you have genuine concerns about the content. Excessive or baseless use of this reporting function constitutes a breach of these Terms.

### 4. User Content

- 4.1. Community users may post, upload or otherwise contribute content to the Community ("**User Content**").
- 4.2. The intent of the contributions is to share questions, feedback and answers about SMARTY with your peers.
- 4.3. It is not the intention of the Community (other than for the special Workshops detailed below) for you to provide unsolicited ideas, proposals or suggestions about SMARTY's products and services, marketing campaigns and promotions, processes or technologies or otherwise (together "**Unsolicited Ideas**"). Please do not submit any Unsolicited Ideas on the Community. If you wish to provide specific feedback or suggestions on how to improve SMARTY's products or services we may run specific Workshops in which you may choose to participate. We do not accept, review or consider any Unsolicited Ideas so as not to create any misunderstandings and arguments that SMARTY's products, services or marketing (which we, at SMARTY, are constantly

innovating) is similar to that which you may have thought up. For the avoidance of doubt, by contributing to the Community, you agree that your User Content does not contain any Unsolicited Ideas.

- 4.4. You hereby confirm that all User Content that you post is owned by you, is an original & is independently created by you and/or you have a licence to use the User Content in the manner set out in these Terms without restriction. You agree that you will not post anything that you do not have rights to or which you are unsure of origin.
- 4.5. You retain ownership of your User Content when you contribute it to the Community. However, in order for us to make your User Content available on the Community we require a limited licence from you to use such User Content. Accordingly, you grant us a non-exclusive, transferrable, sub-licensable, royalty-free, fully paid, irrevocable, perpetual, worldwide licence to reproduce, publish and/or distribute, display, make available, edit, modify and/or alter for moderation purposes, your User Content. If you're not in a position to grant such licence to us, please don't submit User Content to the Community.
- 4.6. From time to time, we may run special workshops/sessions/ideas labs ("**Workshops**") where we ask for specific feedback or suggestions on how to improve the SMARTY service including asking you to submit ideas for us to commercially exploit. If choose to participate in the Workshops then we may solicit ideas, proposals or suggestions about SMARTY's products and services, marketing campaigns and promotions, processes or technologies or otherwise ("**Feedback**"). Such Feedback (and Unsolicited Ideas, if, in breach of these Terms, you later claim to have submitted Unsolicited Ideas as part of your User Content) are not confidential and may be used by us without restriction and without payment to you. If you decide to participate in the Workshops and submit Feedback, or if, despite our request for you not to, you choose to submit Unsolicited Ideas in contravention of these Terms, then you hereby agree that your Feedback and Unsolicited Ideas (as applicable) will be licensed to us on submission and you grant us an exclusive, transferable, sub-licensable, royalty-free, fully paid, irrevocable, perpetual, worldwide licence to use, develop, commercialise, reproduce, publish and/or distribute, display, make available, edit, modify and/or alter for moderation purposes, sell and otherwise use your Feedback and Unsolicited Ideas. If you do not agree to this licence then do not submit Feedback (or Unsolicited Ideas).
- 4.7. For the avoidance of doubt, unless otherwise indicated on the Community and in these Terms (for example Workshops, Feedback and Unsolicited Ideas), nothing in this section is intended to give us the right to commercially exploit anything you submit to our Community. The User Content licence is simply to allow us to display your comments on the Community.
- 4.8. We may exercise all copyright and publicity rights in your User Content, Feedback and Unsolicited Ideas (where applicable) in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

## 5. Misuse of our Community

- 5.1. When we consider that a breach of these Terms has occurred, we may at our discretion take such action as we deem appropriate including (without limitation):
  - Immediate, temporary or permanent withdrawal of your right to use the Community.

- Immediate, temporary or permanent removal or editing of any contribution already posted on the Community.
  - Issue a warning to you.
  - Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - Take further legal action against you.
  - Disclose such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 5.2. You must not misuse our Community by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Community, the server on which our Community is stored, or any server, computer or database connected to our website [www.smarty.co.uk](http://www.smarty.co.uk) (our Website) or the SMARTY App. You must not attack the Community via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Community and our Website and SMARTY App will cease immediately.

## **6. Our liability**

- 6.1. The content on this Community is provided by us and by other users for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this Community.
- 6.2. We make no representations, warranties or guarantees, whether express or implied, that the content on the Community is accurate, complete or up to date.
- 6.3. Where our Community contains links to other sites and resources provided by third parties, these links are provided (by us or other users) for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 6.4. We expressly exclude our liability for any loss or damage arising from the use of the Community by any person in contravention of these Terms, whether the Community is moderated or not. We also remind you that all content represents the opinions of the user who posted it, not SMARTY, and we are not liable for the content of your contributions.
- 6.5. We do not guarantee that the Community will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Community. You should use your own virus protection software.

6.6. Please note that we only provide our Community for domestic and private use. You agree not to use our Community for any commercial or business purposes. If, in contravention of these Terms, you are a business user then:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Community or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our Community; or
  - use of or reliance on any content displayed on our Community.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

6.7. Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

## **7. Our intellectual property rights**

7.1. We are the owner or the licensee of all intellectual property rights on our Website, including the Community, and the SMARTY App, and in the material published on them. Those works are protected by copyright, trade mark and other intellectual property laws and treaties around the world. All such rights are reserved. Logos, product names, service names, trade names, colours, brand assets or any arrangement thereof form part of our proprietary registered and/or unregistered trade marks and intellectual property.

7.2. Any unauthorised use of these trade marks may constitute a breach of our intellectual property rights. We grant you a non-exclusive, non-transferable right to view and use our Website, including the Community, and the SMARTY App and their content for private, non-commercial purposes only and subject to compliance with these Terms.

7.3. You may print off or download extracts, of any page(s) for your personal reference and you may draw the attention of others to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any

accompanying text. Our status (and that of any identified contributors) as the authors of material on our Website, including the Community, and the SMARTY App, must always be acknowledged.

- 7.4. You must not use any part of the materials for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our Website, including the Community, and/or the SMARTY App, your right to use our Website, including the Community, and the SMARTY App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8. Data protection**

- 8.1. We, and our third party provider Khoros, will process any personal data we collect from you, or that you provide to us, when you use the Community in accordance with **SMARTY's privacy policy** and **Khoros' privacy policy**.
- 8.2. You can download your Community content and the personal information associated with your Community account at any time. If you decide to leave our Community, you can download this content before you close your account. Find out how to access, download and manage the personal information associated with your Community account **here**.

## **9. General**

- 9.1. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 9.2. If you are a consumer, please note that these rules, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 9.3. If you are a business, these rules, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- 9.4. We do not guarantee that our Community, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Community for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 9.5. You are also responsible for ensuring that all persons who access our Community through your Community account are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 9.6. If your account remains inactive for 6 months we may delete it.
- 9.7. We amend these Terms from time to time. Every time you wish to use our Community, please check these Terms to ensure you understand the terms that apply at that time.

If you have any questions about the Community, please refer to the **HELP** section of the Community in the first instance. For questions about SMARTY's services please refer to our **Website**.

**v.1 – 1 November 2022**