

NOW MOBILE ACCEPTABLE USE POLICY

All capitalised terms, if not defined here, have the meaning given in your *Now Mobile Terms & Conditions*

1. Age Restricted Services

- 1.1 You are not permitted to access age restricted services (if any) if you are below the age specified to access them. If you are allowed to access the age restricted services by virtue of the fact that you are the specified age or older you must not show or send content from the age restricted services to anyone below the specified age. If you let anyone under the specified age use your handset or SIM Card you must ensure you deactivate access to the age restricted services.

2. Customer responsibilities

- 2.1 You must:
- 2.1.1 not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication or storing of any information which is of an offensive, abusive, indecent, obscene or menacing nature;
 - 2.1.2 not cause, nor knowingly allow others to cause, any nuisance annoyance or inconvenience whether to Now Mobile or to anybody else. This includes any use of the Services for the persistent sending of unsolicited communications without reasonable cause;
 - 2.1.3 not act in any way, whether knowingly or otherwise, such that the operation of the Services or the Network or any part of the Services or the Network will be jeopardised or impaired;
 - 2.1.4 only use a handset that is compatible with the Services and complies with all relevant technical standards, legislation or regulation relating to its use;
 - 2.1.5 comply with any reasonable instructions issued by Now Mobile which concern your use of the Services and co-operate with Now Mobile's reasonable security and other checks (which may include Now Mobile making phone calls to you);
 - 2.1.6 not send or upload anything that is copyright protected (unless you have permission) or which in any way breaches the intellectual property rights of any third party;
 - 2.1.7 only use the Services for your own personal use and not for any commercial purposes and you must not distribute, re-supply, re-sell or otherwise made the Services available to any other person commercially;
 - 2.1.8 not to circumvent any age restricted service mechanisms.
 - 2.1.9 ensure that your SIM Card is kept safe. The SIM Card remains the property of Now Mobile or of the Network Operator.
 - 2.1.10 Not use the Service in conjunction with, or access the Services through, any GSM Gateway or similar device

3. Suspension

- 3.1 Now Mobile, or the Network Operator directly, may (i) immediately suspend and/or deactivate your Account; or (ii) change the status of your Account, in the following circumstances:
- 3.1.1 **SIM Card abuse:** Where the integrity of the SIM Card is under threat;
 - 3.1.2 **SIM Cards or End-User Equipment causing Network issues:** Where your SIM Card or device is interfering with the Network (though any such suspension will be in accordance with the Network's Operator's policy in respect of its own customers);
 - 3.1.3 **GSM Gateway abuse:** When the Network Operator considers that you have been using a GSM Gateway;
 - 3.1.4 **999 abuse:** Where you abuse the 999 service or any similar emergency services access facility.
 - 3.1.5 **Data abuse:** Where the Network Operator detects "denial of service" or other forms of data abuse from your Account; and
 - 3.1.6 **Network Fraud:** Where you are suspected of fraud