



eSIM Acceptable Use Policy

This Policy applies to Residential and Business eSIM customer and users.

1 INTRODUCTION

KCOM Group Limited and its subsidiaries ("us", "we" or "our") have produced this acceptable use policy in order to:

- Give you a better understanding of what is and is not acceptable when using the eSIM products;
- Encourage the responsible use of our eSIM products by our customers ("you" or "your") and other users ("users");
- Enable us to provide you with secure, reliable and productive services; and
- To protect both you and us from any claims from third parties that your use of our services is inappropriate or damaging to such third parties.

1.1 This acceptable use policy ("Policy") sets out:

- a) The minimum standards of behaviour required from you when you use our eSIM products;
- b) Certain actions which are prohibited; and
- c) What we may do if you fail to meet those minimum standards.

1.2 The actions prohibited and the minimum standards set out in this Policy are not a complete list. Generally, conduct that violates law or regulation whether or not expressly mentioned in this Policy, is prohibited. We reserve the right at all times to prohibit activities that damage our commercial reputation or interests. If you are unsure about any contemplated action or use please contact us.

1.3 We retain the right to amend, modify or substitute this Policy from time to time. To make the most of the guidance contained in it please check the Policy from time to time, and keep up to date with the changes. Your continued use of the eSIM products signifies that you agree to be bound by this Policy and by any modifications to it.

2 GENERAL CONDUCT

The internet is a global medium and is regulated by the laws of many different countries. Material which is illegal in this country may be legal in another, and vice versa.

Our eSIM products must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes. Without prejudice to section 9.2 below, you and your users may not use our eSIM products in order to transmit, distribute or store material:

- In violation of any applicable law or regulation;
- In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others;
- That is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component;
- Containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations; or
- Generally, in a manner that may expose us or any of our personnel to criminal or civil liability.

3 LAWFUL USE OF RESOURCES

We require you to comply with our instructions and all legal and regulatory requirements relevant to the eSIM products.

It is our Policy to assist police and law enforcement bodies in any practicable way when required by applicable law. We reserve the right to disclose information to such bodies or highlight any concern of potential illegal activities being carried out using the eSIM products.

We are an active member of the Internet Watch Foundation (IWF - www.iwf.org.uk) and subscribe to their database of websites which host potentially illegal child abuse content and use this information to block inadvertent access to the listed URLs, in order to protect you from exposure to images and content that is illegal to possess in the UK.

4 MESSAGE, VOICE AND CONTENT ABUSE

4.1 Bulk and automated communications

As further set out in our Fair Use Policy, you must not use or permit the use of the eSIM products

to send or publish: (a) unsolicited or bulk messages, including marketing communications, notifications or spam; (b) automated content, posts or communications in any form; or (c) communications or content intended to generate artificially inflated traffic.

4.2 Harmful or deceptive content

You must not use or permit the use of the eSIM products to produce, transmit or publish content that: (a) is harmful to any person or to our operations or reputation; (b) breaches a commercial agreement, including any confidentiality or non-disclosure obligation; or (c) is abusive, obscene, deceptive, a nuisance or fraudulent.

4.3 Revenue-generating numbers

You must not use or permit the use of the eSIM products to contact numbers that pay revenue, including call-forwarding services, concurrent-calling services, paging services and onward-calling services.

5 DISRUPTION OF SERVICE AND NETWORK SECURITY BREACHES

You agree to the following:

- 5.1 Under no circumstances should you use the network or systems to gain or attempt to gain unauthorised access to any system. Actions considered unacceptable without prior authorisation from the system or network owner or operator include, but are not limited to, network probing, network mapping, vulnerability scanning or the exploitation of vulnerabilities or misconfigurations in systems or networks, with the intention of gaining unauthorised access or for any other purpose.
- 5.2 You must not use any protocol or service with the intent of disrupting or preventing the legitimate use of any service by others.
- 5.3 You must not use the networks or systems to deliberately transmit viruses.
- 5.4 You must not attempt to intercept or modify any traffic traversing the network.
- 5.5 You will not collect any personal information about other users of the eSIM products without the consent of those users.
- 5.6 We do not make any guarantee about the security of data travelling over the networks. While we take every practical step to protect such data it remains the responsibility of the communicating parties to ensure the security and integrity of their data.
- 5.7 We cannot provide any guarantee that the eSIM products will be suitable for real-time or time sensitive applications or services.
- 5.8 We reserve the right to apply traffic management measures. For further details refer to the Terms and Conditions.
- 5.9 We accept no responsibility for the security of your systems connected to the network. Such security remains your responsibility.
- 5.10 Where you feel that your security / privacy may have been compromised it is entirely your responsibility to seek redress from any third parties. We will take all lawful and practicable steps to assist in any such investigation which maybe required, subject to the rights of such third parties.
- 5.11 You must not use or permit anyone to use the eSIM products to guess passwords or access any system or network without the written authorisation of its owner or operator.
- 5.12 You must not use the eSIM products in a manner that may deteriorate the performance of our network, cause excessive congestion, or prevent or adversely affect another user's use of our network.

6 USE OF UNLIMITED eSIMS

- 6.1 An unlimited data eSIM must be used only for legitimate purposes by one individual, in the manner intended by us and consistently with this Policy. For the avoidance of doubt, "unlimited" means that we do not apply a fixed monthly data allowance to your plan.
- 6.2 Prohibited use includes: (a) multiple people using an individual unlimited data eSIM or its data allowance under a mobility service plan; and (b) reselling or otherwise supplying the unlimited data eSIM to a third party.
- 6.3 We may monitor the amount of data used to identify whether an unlimited data eSIM is being used contrary to this Policy. Where we identify excessive data usage, we may investigate the Customer's use of the service. Refer to the Fair Usage Policy for more details.

- 6.4 If, following an investigation, we determine or reasonably suspect that an unlimited data eSIM is being used for a purpose other than its permitted use, we may take such action as we deem appropriate or, in any case, as set out in section 10.

7 GATEWAY DEVICES AND SIM BOXES

- 7.1 You must not use or permit the use of gateway devices, applications or SIM boxes, including devices tethered by cable, Bluetooth or Wi-Fi to a computer or the internet, for the purpose of sending automated messages or making automated calls. For the avoidance of doubt, this does not prohibit normal personal hotspot or tethering use permitted under our Fair Usage Policy.

8 FIXED WIRELESS ACCESS AND BROADBAND BACK-UP SERVICES

- 8.1 The service provided through the eSIM products is not designed or priced for fixed wireless access, broadband back-up or any similar service. You are not permitted to use the eSIM products in 5G routers, machine-to-machine devices, or IoT hardware.

9 USE OF MATERIAL

- 9.1 You accept that we cannot control and are not responsible for the content of the Internet. Any concerns regarding the content of systems or networks should be directed at the relevant system or network owners and not at us.
- 9.2 You and your users must not use the networks or systems for improper or unlawful purposes or to receive, publish, transmit or send material or messages which, in our reasonable opinion:
- a) Are offensive, indecent, obscene, menacing, malicious or defamatory;
 - b) Encourage, induce, glorify, endorse, support, aid, instigate, prepare or commit acts of terrorism; or
 - c) Infringe any intellectual property right.

10 RIGHTS AND REMEDIES

- 10.1 We are not obliged to take active steps to monitor customer compliance with this Policy. We reserve the right to suspend, restrict or terminate your use of the eSIM products where we reasonably believe that you have breached this Policy.
- 10.2 We may suspend, restrict or terminate your use of the eSIM products without notice where we reasonably believe that your use:
- a) has damaged, disrupted or put at risk, or is likely to damage, disrupt or put at risk, the network, systems or services;
 - b) breaches any applicable law, regulation or legal requirement;
 - c) is fraudulent or may give rise to fraudulent activity;
 - d) involves the use of any gateway device, SIM box or similar device contrary to this Policy; or
 - (e) adversely affects, or is likely to adversely affect, the network, systems, services or other users.
- 10.3 Where reasonably practicable and lawful, we will give advance notice of any suspension, restriction or termination and explain the reason. If advance notice is not practicable, we will provide information afterwards unless prohibited.
- 10.4 Where reasonably practicable and appropriate, we may give you an opportunity to remedy the breach before permanently terminating your use of the eSIM products.
- 10.5 We may take such technical measures as we reasonably consider necessary to prevent, investigate or mitigate activity which breaches this Policy.
- 10.6 Where our network, systems or services are subject to a denial of service attack or similar activity, we may take such action as we reasonably consider necessary to protect our network, systems, services and users.
- 10.7 We reserve the right to recover from you any reasonable costs and expenses incurred by us in investigating or responding to a breach of this Policy.
- 10.8 We do not issue service credits for outages arising from suspension, restriction or termination

resulting from a breach of this Policy.

- 11.9 Nothing in this Policy limits any other rights or remedies available to us.

11 OTHER ACTIVITIES

- 11.1 You must not engage in any activity, either lawful or unlawful, which we consider detrimental to its subscribers, operations, reputation, goodwill or customer relations.
- 11.2 Using our facilities to engage in activities that violate the Terms of Service of any other network access provider is prohibited.
- 11.3 You must not avoid or attempt to avoid incurring charges in a manner inconsistent with good-faith commercial practice.
- 11.4 You must not use the eSIM products for anything other than legitimate purposes.

12 CUSTOMER FAMILIARISATION

- 12.1 We may, at our sole discretion, modify this Policy from time to time. Your continued use of the service signifies your acceptance of any modifications to this Policy. Please check the Policy from time to time, which can be found at www.kcom.com. Please send reports of any activity in violation of this Policy to: abuse@kcom.com

13 BUSINESS CUSTOMERS

- 13.1 Where the eSIM products are used for the purposes of a business, trade or profession:
- a) You are expected to make yourself aware of any laws relevant to the service you provide;
 - b) We are not responsible if you fail to make yourself properly aware of laws affecting the services(s) you provide; and
 - c) We require you to comply with our instructions and all legal and regulatory requirements relevant to your system, network and any services you may provide within the countries in which you operate.