

Sonic Mobile Acceptable Use Policy

The Sonic Mobile Acceptable Use Policy ("AUP") describes the proper kinds of conduct and prohibited uses of Sonic Mobile's services ("Services") as subscribed to under the Service Agreement.

These Usage Guidelines are not exhaustive and Sonic Mobile reserves the right to modify the AUP at any time, effective upon posting of the modified Policy to <http://www.sonicmobile.com/subscribe/terms.shtml#12>

Any breach of the AUP is a breach of this agreement.

General Responsibilities

Sonic Mobile expects you, and all other users of the Services, to take responsibility in using the Internet and Mobile Networks with courtesy and responsibility, and be familiar with and practice good Internet etiquette.

Violation of any of these guidelines is prohibited, and may result in the immediate termination or suspension of the services you receive from Sonic Mobile according to your agreement with Sonic Mobile including the Standard Terms and Conditions.

You shall remain solely liable and responsible for your use of the services and any and all content that you display, upload, download or transmit through the use of the services.

Content

Obligations in relation to Content

The Content Provider represents warrants and undertakes that:

- i. it will not dispatch any Content to a Customer without that Customer having first agreed to receive (and in relation to Customer Charged Service, pay for) that Content;
- ii. disclose any information it acquires about a Customer as a result of the transport of Content under this Agreement other than to Sonic Mobile for the purposes of this Agreement, at the request of that Customer or as otherwise required by law;
- iii. the format of Content will comply with any reasonable technical and / or security requirements stipulated to the Content Provider by Sonic Mobile from time to time;
- iv. it will exercise all due care, skill and diligence at all times;
- v. it will employ techniques, methods, procedures and use materials of a high quality and standard consistent with best practises in the Content Provider's industry;

- vi. it will ensure that the Content entering the Telecom or Vodafone Network to be delivered to Customers, is free of any errors, bugs, worms and viruses which will or may infect or otherwise have an adverse effect on the Mobile Network; and
- vii. obtaining all necessary permission, authorisations, licences and consents in relation to the use and incorporation of third party materials (including in relation to third party Intellectual Property Rights) in the Content;
 - i. that may encourage, counsel or incite any person to commit a criminal offence or unlawful act, nor provide advice in respect of the commission of a criminal offence or unlawful act;
 - ii. that may encourage, counsel, incite or suggest to any person the use of harmful and/or illegal substances nor provide information in respect of the use, provision, procurement, or availability of harmful and / or illegal substances;
 - iii. containing inaccurate, untrue or out of date information;
 - iv. that may mislead a Customer in any way including by inaccuracy, ambiguity, exaggeration or omission;
 - v. targeting individuals or groups who, by virtue of their circumstances, may place unreasonable faith and/or reliance in the Content Service;
 - vi. that is suggestive of, or contains, explicit descriptions of, sexual and / or violent conduct; or
 - vii. that promotes or provides inflammatory or demeaning opinions or portrayals of any individual or group, or demeans, debases, or disparages any individual or group on any grounds including religious, political, ethnic, racial, gender, sexual orientation, disability, occupational status or age.

Customer Charged Content

In relation to a Customer Charged Content:

- i. the Customer will not be liable for unsolicited Content;
- ii. the Customer will only be charged for Customer Charged Content that is successfully accessed by that Customer; and
- iii. the Content Provider will remain liable to Sonic Mobile for all Customer Charges relating to a Customer Charges Content until such Charges are received in full by Sonic Mobile.

Illegal Use

Sonic Mobile's Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited.

Sonic Mobile reserves the right to restrict or prohibit any and all uses of the Services or content on your Web site(s) and to remove such materials from its servers, that Sonic Mobile determines, in its sole discretion, is harmful to its servers, systems, network, reputation, goodwill, other Sonic Mobile customers, or any third party.

System and Network Security

Violations of Sonic Mobile's or any third party's server, system or network security through the use of the Services are prohibited, and may result in criminal and / or civil liability.

Sonic Mobile may investigate incidents involving such violations and will involve and will cooperate with law enforcement agencies if a criminal violation is suspected.

If approached with complaints relating to any of the above violations, Sonic Mobile will cooperate and assist the police and law enforcement bodies with their investigations in order to bring such misuse and violations to an end.

Messages

You may not distribute, publish, or send any of the following types of SMS messages:

- i. Unsolicited commercial SMS messages, (commonly referred to as "spam"), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such emails.
- ii. Harassing SMS messages, whether through language, frequency, or size of messages.
- iii. Malicious SMS messages, including without limitation "mail bombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).
- iv. SMS messages containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information.

Notifications

The following email addresses are provided by Sonic Mobile to facilitate the reporting of any alleged infringements of this Acceptable Use Policy:

security@sonicmobile.com Reporting of alleged abuses of security.

abuse@sonicmobile.com Reporting of alleged abuse of Sonic Mobile's Services including spamming, mail bombing, and trolling.