

# Terms and Conditions.



The legal terms You need to know about Your pay monthly telephone service. Version 58C dated 26 March 2014.

Here are some key points which We'd like to draw to Your attention:

1. **Minimum Term.** You will be a party to this Agreement for at least the Minimum Term agreed with You.
2. **Terminating this Agreement.** You can phone Us and give 30 days' notice to terminate this entire Agreement with effect from the end of (or after) the Minimum Term. You may have to pay a Cancellation Charge, totalling the rest of the Monthly Charges for the remainder of the Minimum Term, less 4%. (See points 7.2 and 7.3 of these terms and conditions.)
3. **Breaking this Agreement.** There are instances in which, because of something You do or do not do, We can suspend or disconnect You from the Services and/or terminate this Agreement. You may have to pay Us a Cancellation Charge as a result. (See points 3.4, 4.4.5, 6.1.2 and 7.3 of these terms and conditions.)
4. **Additional charges.** You may have to pay additional Charges, for example, the Separate Payment Handling Charge; or the Charge if You pay Your bill late; or the Charge if You wish to have Your Account restored following suspension; or the Charge for a paper or an itemised paper bill; or the Charge if You try to pay Your bill and the payment fails. (See points 4.4.4 and 4.4.7 of these terms and conditions.)
5. **Upgrades and Renewals.** We don't have to provide You with an Upgrade or Renewal. If You accept an Upgrade or Renewal then a new Minimum Term will be agreed with You. (See points 2.5 and 2.6 of these terms and conditions.)
6. **Billing.** We will make a bill available to You each month. This may be by post or electronically, at our choosing. You must pay it by the date set out on it to ensure continued access to the Service. (See point 4 of these terms and conditions.)
7. **Lost or Stolen phones.** If either Your phone or SIM Card are lost or stolen, please call customer services at once. You will have to pay for any Charges incurred on Your Account before You told Us. (See points 2.9.1 and 4.6 of these terms and conditions.)
8. **Our Network.** We will try to provide a high-quality Network to You at all times. However, We cannot guarantee that We will always be able to provide Network coverage. (See points 3.1 and 3.2 of these terms and conditions.)
9. **Credit Limits.** We can set and change credit limits for Charges. If You go over Your credit limit, Your Service may be suspended. (See point 2.10 of these terms and conditions.)
10. **Changes to the Service and Charges.** We will give You Written Notice of some changes to the Services or Charges before those changes take place. (See point 7.1 of these terms and conditions.)
11. **Our liability to You.** There are certain circumstances in which our liability to You is limited or excluded. (See point 5 of these terms and conditions.)
12. **These key facts.** Remember that We've set out some of the key points of the Agreement between You and Us. They aren't a substitute for what the main Agreement says, and if there's a clash between what the main Agreement and what these key points say, then what the Agreement says is right.

## 1. Definitions

When We use these words they have the following meanings:

**'Account'** together Your Monthly Account and any Pay as You Go Account that You may have with Us;

**'Additional Service'** an optional/extra Service which can be added to Your Account, the Charges and terms and conditions for which are set out in Our "What It Costs (Non Standard Charges)" booklet and Our customer literature;

**'Agreement'** these terms and conditions between You and Us for the use of the SIM Card to access the Services, together with the "What It Costs" booklets of Charges referred to throughout;

**'Allowance'** the amount and type of Services which may be provided as part of Your Price Plan Services or as part of any Additional Service;

**'Cancellation Charge'** the Charge which totals the rest of the Monthly Charges for the remainder of the Minimum Term, discounted by 4%;

**'Charge'** the Price Plan Charge, a charge for an Additional Service and any other additional charge including the Separate Payment Handling Charge;

**'Consumer'** a real person entering into the Agreement and/or using the Services for purposes outside his/her business;

**'Content'** all information whether textual, visual, audio or otherwise, appearing on or available on a one-off payment basis through the Services supplied by Us including by way of example only, a ringtone;

**'Equipment'** any equipment that You use to access the Services; **'Minimum Term'** the minimum amount of time that You have promised to pay Us the Monthly Charge;

**'Monthly Account'** the account for which You are billed each month;

**'Monthly Charge'** the amount that You pay each month in advance for Your Price Plan Service;

**'Network'** the communications system which is used to provide the Services and any other type of communications system which may be provided by Us now or in the future;

**'OFCOM'** The Office of Communications that regulates the telecommunications industry, including Us;



**'Pay As You Go Account'** the account in which We record Your credits and Charges for Services paid for in advance (for customers whose Price Plan allows) apart from the Monthly Charge;

**'Payment Terms'** the terms by which We manage Your Account and the ways You pay the Charges including any credit limit applied to Your Account;

**'Portal'** the exclusive selection of Content indicated to be available from Us and/or Our partners which You can access from the Equipment using wireless application protocol technology and/or by using the mobile internet;

**'Price Plan'** the bundle of Services including any Allowance provided to You by Us each month in exchange for Your payment of the Price Plan Charge;

**'Price Plan Charge'** the charge for the Price Plan Service, which comprises the Monthly Charge for the Price Plan and the charges for a Service once any Allowance is used up, the charges and terms and conditions for which are set out in the "What it Costs" booklet for that Price Plan;

**'Price Plan Service'** the inclusive Service supplied with Your Price Plan, the charges and terms and conditions for which are set out in the "What It Costs" booklet for that Price Plan;

**'Renewing', 'Renewal'** entering into a new Minimum Term in return for a benefit other than the supply of new Equipment at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent);

**'Roaming'** using Your SIM Card to connect to another network whilst You are outside the UK;

**'Separate Payment Handling Charge'** the charge for the processing by Us of payments made by means other than by direct debit or bank automated clearance system. The charge is applied according to how Your last bill was paid. The charge for the Services remains the same, irrespective of the payment method used;

**'Service'** a service provided to You by Us including the Price Plan Service and any Additional Service;

**'SIM Card'** the card or cards provided under this Agreement and used with Equipment to get Services;

**'Upgrading', 'Upgrade'** entering into a new Minimum Term in return for the supply of new Equipment (whether free of charge or on payment by You) at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent);

**'You'** and **'Your'** the customer who is a party to this Agreement;

**'UK'** the United Kingdom of Great Britain and Northern Ireland;

**'VAT'** value added tax at the prevailing rate;

**'Virus'** any manipulating program which modifies other programs and/or replicates itself;

**'We', 'Us'** and **'Our'** EE Limited trading as T-Mobile;

**'Written Notice'** sending You either: (1) an electronic message to Your SIM Card which may contain a cross reference to Our website for further information; or (2) a letter to Your postal address; or (3) an email to the email address that You have registered with Us. Each will tell You that a change is going to happen and what that change is. Our website, letter or email will contain an explanation of why the change is happening and provide You with any relevant before and after information. For changes to Additional Services that are Content accessed through the Portal, unless We send You anything, by stating clearly on the Portal what change will be made to Content available there.

## 2. Our Agreement

2.1. This Agreement starts when We accept Your request for Services. We will open an Account in Your name and apply Charges to it.

2.2. If We reject Your request but You incur Charges, We can recover those Charges from You.

2.3. We will connect You to the Services as soon as We can.

2.4. At the end of the Minimum Term this Agreement will continue until terminated.

2.5. If You are Renewing or Upgrading the following terms apply to You:

2.5.1. Unless We agree otherwise, a new Minimum Term will apply. Once that Minimum Term is over this Agreement will continue until terminated.

2.5.2. Your new Minimum Term will start from the date that We process Your Upgrade or Renewal.

2.6. We don't have to provide You with a Renewal or Upgrade.

2.7. We don't have to allow You to change Price Plan.

2.8. If You already have an Account with Us, any additional SIM Card that You request will be added to that Account. For the avoidance of doubt, if You have more than one SIM Card, each SIM Card may provide You with Services which are subject to a separate Minimum Term and therefore Agreement, with Us. As a result, the Minimum Term that applies to each SIM Card may not begin and end at the same time.

2.9. The following terms apply to SIM Cards:

2.9.1. if a SIM Card is lost, stolen or damaged, You should call customer services for a new one (see point 4.6). We may charge for a replacement.

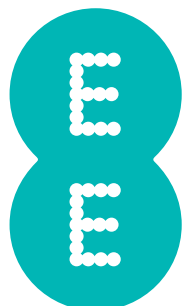
2.9.2. We own the SIM Card and license You to use the telephone number associated with it. You can only use a SIM Card to use the Services.



- 2.9.3. We can change a SIM Card's phone number(s) if We have a good reason, for instance, a legal reason or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new phone number will apply to Your SIM Card once any notice period that We are able to give You has run out.
- 2.10. We may set and change credit limits for Charges. We can suspend Your access to the Services if Your limit is exceeded. Charges are not capped by any limit We set as some Charges, for example international and Roaming call charges, may not be recorded against Your Account immediately, and the Charges incurred could therefore exceed Your credit limit before Your Account is suspended.
- 2.11. We will make a copy of Our current version of these terms and conditions available on Our website. We can change these terms and conditions for any good reason, for instance, if We want all customers on the same conditions. We will tell You about the change beforehand, as explained here.
- 2.11.1. If You are a Consumer and the change of terms and conditions is not of material detriment to You or You are not a Consumer, We will send You Written Notice 30 days before the terms and conditions are due to change. The new terms and conditions will automatically apply to You once that notice has run out.
- 2.11.2. If You are a Consumer and the change is of material detriment to You, We will send You Written Notice 30 days before the terms and conditions are due to change. The new terms and conditions will apply to You once that notice has run out, unless You terminate Your Agreement with Us within that notice period. If You do this You won't have to pay any Cancellation Charge that would otherwise apply, see point 7.2.3.2.
- 2.11.3. We can change these terms and conditions if new laws or rules make it necessary or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new terms and conditions will automatically apply to You once any notice period that We are able to give You has run out.
- 2.12. If You promise to pay Us a monthly Charge for an Additional Service for a minimum period of time, these points apply to each Additional Service:
- 2.12.1. The Charges and terms and conditions for that Additional Service may be set out either in Our "What it Costs (Non Standard Charges)" booklet or in a separate "What it Costs" booklet for that Additional Service;
- 2.12.2. We don't have to allow You to change that Additional Service for a different one;
- 2.12.3. Unless We tell You otherwise, You can only receive that Additional Service if You also receive Price Plan Services. The minimum period that You have agreed to for that Additional Service may not always begin and end at the same time as the Minimum Term;
- 2.12.4. We can suspend, change or withdraw that Additional Service as set out in point 7.1.3 below;
- 2.12.5. You can call Us to give Us 30 days' notice to terminate that Additional Service to take effect on or after the end of the minimum period that applies to that Additional Service. However (except as set out in point 2.12.6 below) if, in Our total discretion, We accept notice from You to terminate that Additional Service within its minimum period, You will have to pay Us a Charge totalling the rest of the monthly Charges for that Additional Service for the rest of the minimum period, discounted by 4%. You can terminate that Additional Service without having to pay Us that Charge after the minimum period that applies to it has ended;
- 2.12.6. We can increase the Charge for that Additional Service as set out in point 7.1.4. If that happens, points 7.2.3.2 and 7.2.3.3 will also apply to You, so that You can give Us notice to terminate that Additional Service with a minimum period without paying the Charge described in point 2.12.5 above. However, if You also give Us notice to terminate this entire Agreement as described in point 7.2.1, then You may have to pay a Cancellation Charge; and
- 2.12.7. If You or We terminate Your Price Plan and therefore this Agreement, any Additional Services with a minimum period will automatically be terminated too. The Charge described in point 2.12.5 above may then apply to that Additional Service unless point 7.2.3 below applies.

### 3. Our Services

- 3.1. We will always try to make the Services available to You but sometimes they may be unavailable as a result of, or be affected by:
- 3.1.1. Things like the weather and faults in other networks; or
- 3.1.2. Degradation, congestion or maintenance requirements of the Network including (but not only) re-positioning and/or decommissioning of base stations.
- 3.2. At any time Our Network comprises lots of different types of technologies. The Services are made available provided You are in range of base stations forming part of the relevant technological Network when trying to use any particular Service. For example, You can only use 3G Services when You are in range of a 3G base station. You may have to connect to a particular Price Plan and/or use particular Equipment to gain access to certain Services.
- 3.3. The Services are made available provided that You also comply with the following conditions, which are a fundamental part of this Agreement between You and Us:
- 3.3.1. The Services are not used for anything unlawful, immoral or improper;
- 3.3.2. The Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;
- 3.3.3. The Services are only used with Equipment approved for use with the Network and all relevant laws and rules are followed;



- 3.3.4. The Services are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or otherwise unlawful;
- 3.3.5. The Services are not used to access or use Content in a way that infringes the rights of others;
- 3.3.6. The Services are not used otherwise than in accordance with Our and any other networks' policies for acceptable use, and (if appropriate) any relevant internet standards;
- 3.3.7. You give Us information We reasonably ask for;
- 3.3.8. All reasonable instructions We give You are followed;
- 3.3.9. You comply with any fair use policy applicable to Your use of the Services and if You are in breach of that policy You comply with any reasonable instructions that We issue to You to enable You to remedy that breach and to continue to use the Services;
- 3.3.10. The Services are not to be used to gain access to the services of a third party voice over internet protocol calling provider unless permitted by the terms and conditions of Your Price Plan;
- 3.3.11. You must not operate, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network without Our express prior written consent;
- 3.3.12. You must not sell or attempt to sell or otherwise provide commercial services using Our Network to any third party without Our express prior written consent;
- 3.3.13. You, or anyone who uses Your SIM Card, must not damage the Network or put the Network at risk, or abuse or threaten Our staff;
- 3.3.14. Any information You give to Us, on which We may rely in making decisions concerning the provision of Services under this Agreement, must be true at the time You give it;
- 3.3.15. You must give Us any deposit or extra deposit that We ask for; and
- 3.3.16. You comply with any requirement of Ours to set up an online account for billing purposes (see point 4.4.3).
- 3.4. Any failure to comply with any of the points in point 3.3 will entitle Us to suspend or disconnect the SIM Card from the Network. We will also be entitled to terminate this Agreement and You may have to pay a Cancellation Charge.
- 3.5. By using the Services You consent to Us copying and/or modifying images or information You have created where such copying and/or modification is carried out for the purposes of transmission. This also applies where You use the Portal.
- 3.6. If You access the Services on or near the border of the Network and the network of any third party, You agree that You may not be able to access the Network but may instead be connected to the network of one of Our Roaming partners. Calls that You make will then be charged as if You were Roaming and those calls will not come out of any Allowance (unless the relevant "What It Costs" states otherwise).
- 3.7. Allowances which include (or Charges which are for) calling a UK mobile number will exclude calls to the numbers or customers of networks which are not a UK national cellular mobile operator network. Networks in the Isle of Man and the Channel Islands are not UK national networks. Please refer to Our "What It Costs (Non Standard Charges)" booklet for details.
- 3.8. We'll use Our reasonable efforts to make commercial arrangements to enable You to access other networks so that You can use the Services whilst Roaming. We can't guarantee the quality and coverage that any other network may provide. Additional Charges for Roaming are set out in Our "What It Costs (Non Standard Charges)" booklet. You may have to ask Us to set up Your Account for Roaming.

#### 4. What and how You pay

- 4.1. Our Charges are set out in Our booklets of charges, called "What It Costs". We update these booklets from time to time. You can obtain up to date copies by calling customer services or referring to Our website.
- 4.2. All Our Charges are exclusive of VAT. You shall pay an amount inclusive of any VAT.
- 4.3. You may pay Charges in two different ways. You will pay for certain Services as a Monthly Account and You may pay for other Services as a Pay As You Go Account.

#### 4.4. Monthly Account

- 4.4.1. We will make the bill for Your Monthly Account available to You every month by a method of Our choosing, currently post or electronic means. You must pay Your bill by the date set out on it. Additional Services may be charged in arrears or in advance, as set out in Our "What It Costs (Non Standard Charges)" booklet. Other Charges are for the month just passed and any earlier time if not previously charged for.
- 4.4.2. If You receive Your bill by post, We will make the bill available to You by sending the bill to the postal address that You registered with Us when You joined or, if You have notified Us of a change in postal address, to that new postal address.
- 4.4.3. If You receive Your bill electronically, We will make the bill available to You through an online account. It's Your responsibility to set up Your online account. Your online account will tell You the date that Your bill is to be made available to You each month. In addition to this, You can ask Us to send You a monthly notification that Your bill is ready to be viewed. That notification may be by sending a message to Your SIM Card or by sending an email to the email address that You provide.



- 4.4.4. If You have not paid all or part of Your bill by the date set out on it You may have to pay a late payment Charge. We won't ask You to pay this Charge if You make a part payment as described in point 4.4.5.2 below. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from You.
- 4.4.5. If You don't pay a bill by the date set out on it You will have broken an important condition which is a fundamental part of this Agreement between You and Us and this will entitle Us to suspend Your SIM Card from the Network and/or terminate this Agreement immediately and charge You a Cancellation Charge except where:
- 4.4.5.1. You have a genuine dispute with Us; and
- 4.4.5.2. Before the date by which Your bill must be paid, You have written (see point 9.6) to Us setting out the details of Your dispute, including the amount of Your claim against Us and the amount You intend to withhold as disputed. If the amount You intend to withhold is less than the total amount You owe Us then You must pay the difference by the date set out on the bill. If You don't, then We can terminate this Agreement immediately.
- 4.4.6. Our rights set out in here are in addition to any other legal rights We may have against You.
- 4.4.7. You may have to pay additional Charges, the amount of which is set out in Our "What it Costs (Non Standard Charges)" booklet, for example: the Separate Payment Handling Charge; or the Charge to reconnect You to the Services (see point 6.3); or the Charge for a paper or paper itemised bill; or the Charge if You try to pay Your bill and that payment fails (see point 4.4.4).

#### 4.5. Pay As You Go Account

- 4.5.1. We may allow You to pay for some Services in advance on a pay as you go basis. When You top up with pay as you go credit, We will apply credits to Your Pay As You Go Account, and deduct Charges from that credit for those Services You pay for using this Account. We will deduct Charges from that credit at Your Price Plan Charges rate but in accordance with these Pay As You Go Account conditions.
- 4.5.2. We reserve the right to use credit balances from Your Pay As You Go Account to offset any amount You may owe Us for Services You pay in arrears. Pay as you go balances will only be applied against Your Monthly Account where Your Monthly Account is put into suspension for non payment, or in accordance with point 4.8.
- 4.5.3. As Charges are incurred they will be deducted from amounts credited against Your Pay As You Go Account. Charges are deducted at the time that You use a Service for which there is a Charge. If You have selected Additional Services with a periodic service Charge, the Charge will be deducted at the time(s) and for the period(s) set out in Our "What It Costs (Non Standard Charges)" booklet. You are responsible for all Charges correctly deducted in accordance with this point.
- 4.5.4. If, at the time We attempt to deduct a periodic Charge from Your Pay As You Go Account, You do not have enough credit on Your Pay As You Go Account to pay that Charge, that Charge will fail and You will not be able to use the Service for which We were attempting to Charge You.
- 4.5.5. When all credits on Your Pay As You Go Account have been used You will not be able to make further use of those Services which You have chosen to pay for as you go until a further sufficient credit is made to Your Pay As You Go Account. You will still be able to use those Services for which unused Allowances apply. You will also be able to make calls to the emergency services and to Us whilst Your SIM Card is connected to the Network. You may still receive calls and text messages (except for any reverse billed Services) whilst Your SIM Card is connected to the Network.
- 4.5.6. You must also have sufficient credit on Your Pay As You Go Account to enable You to make a call of one minute's duration, to send (or receive) the Service in question or to send or receive a minimum of 24 kilobytes of data. Minimum balances reserved for the first Service activated will not be available for any subsequently activated yet concurrently used Service. Services used simultaneously will be charged for simultaneously. We will not pay interest on top up credit held on Your Pay As You Go Account.
- 4.5.7. We will not refund pay as you go credit in any circumstances except as set out in point 7.2.4 below.
- 4.6. You are responsible for all Charges applied to Your Account, except Charges applied after You called customer services to advise that Your SIM Card has been lost or stolen (see point 2.9.1).
- 4.7. We can change Payment Terms for any good reason, for instance, if You do not pay a bill by the date set out on it. We may not be able to tell You before We do.
- 4.8. You shall be required to pay a deposit (or an extra deposit) as security for the Charges if We have a good reason to require it, for example, if We raise Your credit limit. We can keep the deposit until the Agreement ends. We will return it when You pay Us everything You owe. We will not pay interest on deposits. We can use Your deposit to pay what You owe except where You have followed the process for disputed Charges outlined at point 4.4.5 above. If You don't pay the undisputed amount by the date of Your bill or tell Us not to use any deposit to pay the disputed amount, then We will use any deposit and/or any pay as you go credit balance to pay the disputed sum.
- 4.9. Charges for Services You have used may be applied against Your applicable Allowance(s) on the date that We process them, which may be later than the date that You used those Services and may be applied against Your next periodic Allowance.
- 4.10. We may use credit reference agencies to help Us make credit decisions or for fraud protection. You agree that We may register information about You and the conduct of Your Account with any credit reference agency. For the purpose of fraud prevention and credit management, information about You and the conduct of Your Account may be disclosed to financial institutions and other phone companies. Such information may also be passed to debt collection agencies for debt collection purposes.



4.11. You may be able to use the Service to buy goods and/or services from third parties. You may be able to pay for that through Your Monthly Account or Your Pay As You Go Account. It is Your decision whether or not to enter into a legal relationship with that third party, who You may not have heard of or bought from before. If You do buy from a third party using the Service, unless We say otherwise, You will have a direct relationship with that third party even if You pay for the goods and/or services with Your Account. As We will not be a party to that agreement between You and that third party, We won't be in any way responsible for any loss or damage You may suffer because of Your contract with that third party.

## 5. Our Liability to You

- 5.1. We are only liable to You as set out in this Agreement. We have no other duty or liability to You.
- 5.2. Nothing in this Agreement removes or limits Our liability for death or personal injury caused by something We have done or failed to do or for any fraudulent misrepresentation We may have made to You.
- 5.3. Except as set out in points 5.1 and 5.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to £3,000 for each SIM Card for one incident or £6,000 for each SIM Card for a number of incidents within any 12 month period.
- 5.4. If You are not a Consumer, We are not liable to You in any way for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement. This includes but is not limited to loss of income; business; anticipated savings (meaning costs You expected to avoid by using Equipment or Services) or anticipated profits, loss of property or loss of use of property.
- 5.5. If You are a Consumer, We are not liable to You in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement.
- 5.6. You must tell Us about any claim as soon as reasonably possible.
- 5.7. We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.
- 5.8. We will not be responsible for any harm You suffer from a Virus which infiltrates Your Equipment, whether it was transmitted via the Services or otherwise. You remain responsible for all Charges applied to Your accounts for the use of any Services activated by such a Virus.
- 5.9. This point 5 will apply even after this Agreement has been terminated.

## 6. When We may suspend or disconnect the Services

- 6.1. We may suspend the Services or terminate this Agreement and disconnect any SIM Card from the Network without warning if:
  - 6.1.1. The Network breaks down or needs maintenance. We will try to make sure this does not happen often; or
  - 6.1.2. You or anyone who uses Your SIM Card does not keep to the conditions of this Agreement or any other Agreement with Us.
- 6.2. You are liable for Charges during suspension unless We decide otherwise. We would not make You pay Monthly Charges or other recurring Charges if there was a severe disruption to the Network (meaning that there was a breakdown in over 90% of the Network which lasted for 3 days or more) or where the Network has completely broken down.
- 6.3. We can charge to reconnect You to the Services except where something in point 6.1.1 happened. We can change Your Payment Terms as a condition of reconnection.
- 6.4. The rights that We have under this point 6 are in addition to the other rights that We have to suspend and/or terminate the Services and/or suspend or terminate this Agreement as set out in the following other points of this Agreement: 3.4, 4.4.5 and 7.3.

## 7. Changing Charges and terminating this Agreement

### 7.1. Changes to Services and Charges

- 7.1.1. We can lower any Charge at any time without telling You beforehand, although We will try to tell You if We can.
- 7.1.2. We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving active users of the Additional Service a reasonable period of Written Notice. The change will then apply to You once that notice has run out.
- 7.1.3. We can suspend, change or withdraw Your Price Plan or Price Plan Services. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.
- 7.1.4. We can increase any Price Plan Charge. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.

### 7.2. Your termination rights

- 7.2.1. You can give Us notice to terminate this Agreement, to take effect on or after the end of the Minimum Term. However (except as set out in point 7.2.3) if, in our total discretion, We accept notice from You to terminate this Agreement within the Minimum Term, You will have to pay Us a Cancellation Charge. You can terminate this Agreement without having to pay Us a Cancellation Charge after the Minimum Term has ended.
- 7.2.2. You can only give Us notice to terminate this Agreement by calling customer services. Your Agreement will terminate 30 days from when We receive Your call, although You are free to change Your mind and call Us to withdraw Your notice of termination at any time during that period. You will be responsible for all Charges up to and including the date that this Agreement terminates.



7.2.3. A Cancellation Charge won't apply if You are within the Minimum Term and:

7.2.3.1. Our entitlement to operate the Network ends at any time; or

7.2.3.2. You are a Consumer and the change that We gave You Written Notice of in point 2.11.2 or 7.1.4 above is of material detriment to You and You give Us notice to immediately cancel this Agreement before the change takes effect; or

7.2.3.3. We have given You Written Notice of an increase in a Price Plan Charge under point 7.1.4 and (i) the increase in Your Price Plan Charge (as a percentage) is higher than the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics (calculated using the most recently published RPI figure before we give you Written Notice under 7.1.4); and (ii) You give Us notice to immediately cancel this Agreement before the change takes effect.

7.2.4. If You are terminating this Agreement and a Cancellation Charge doesn't apply because the circumstances outlined in clause 7.2.3 have occurred, You can then ask for a refund of any unused Pay As You Go Account balance that You may have.

### 7.3. Our immediate termination rights

7.3.1. We can terminate this Agreement immediately and You must pay Us everything that You owe, including any Cancellation Charge, if any of the following happen:

7.3.1.1. You break an important condition of this Agreement or a number of less important conditions;

7.3.1.2. You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to; or

7.3.1.3. If any step is taken to make any kind of arrangement that would compromise Your liability to pay Your debts; or (A) if You are an individual and You are unable to pay your debts or if any step is taken to make You bankrupt; or (B) if You are a company or other organisation and You become unable to pay Your debts (within the meaning of section 123 of the Insolvency Act 1986) or any step is taken to appoint an administrator, liquidator (for a reason other than solvent reorganisation), or receiver over You or any of Your assets. We can also terminate this Agreement if something similar (in any country) happens or if We think any of these things may happen.

7.3.2. We can terminate this Agreement if any licence of Ours to run the Network is ended. However, as described in point 7.2.3.1, You won't have to pay a Cancellation Charge.

## 8. Portal access

8.1. If You have Equipment which enables You to access the Portal, this section applies to You.

8.2. We will try to maintain Content on the Portal which is within Our control, but We can't promise that it will always be complete, accurate and up to date. We aren't responsible to You or any third party for any action You take because You relied on what We said or how We provided Content on the Portal.

8.3. We will try to give You Written Notice (as described in point 7.1.2 above) a reasonable period before changing an Additional Service which is Content. However, We may have to change, suspend, withdraw or increase the price of Content without giving You any warning. The new nature of the Content will be clear before You buy the Content following any change and if You then purchase the Content following the change, We will take that as acceptance of the new Content and its price.

8.4. We may provide links to other third party websites which may include links to the websites of Our partners. If You follow those links, You will be leaving the part of the internet or Portal that We or Our partners control. Because of that, any content or webpage that You access (directly or indirectly) is the responsibility of the third party who makes that content or webpage available to You. We don't check (and so We don't necessarily recommend) what is available on any third party website. We can't make any promise to You about whether the content on any third party website is accurate, complete or reliable. We also cannot promise that the website will work for as long as You need it or whether it will even work at all.

8.5. You (and not Us in any way) are entirely responsible for anything that You upload, e-mail, post or otherwise transmit via Portal access. You agree that You will obey any acceptable use policy or fair use policy that We may have. If You fail to do so, points 3.3.9 and 3.4 will apply.

8.6. Your ability to access a secure internet environment will be dependent on Your Equipment and the third party supplier of Content.

8.7. This point 8 will apply even after this Agreement has been terminated.

## 9. General

9.1. You need to get Our explicit prior consent before You can transfer or try to transfer any of Your rights and responsibilities under this Agreement. We may transfer any of Ours without Your permission, provided the level of service You currently experience is not reduced as a result.

9.2. We can record any conversations between You and Our staff.

9.3. We may send notices to either Your postal address, Your online account, or Your email address regardless of how Your bill is made available to You.

9.4. You must call customer services straightaway about any change in Your postal address or email address. It's Your responsibility to make sure that the email address that You give Us is correct, current and works at all times. If You change Your email address or it stops working for any reason, You must notify Us immediately. If You fail to inform Us of any change, We will continue to make Your bill available to You by either (depending on how You receive Your bills) sending it to the last postal address that You gave Us or making Your bill available in Your online account and sending any notification to the last email address that You gave Us. Those bills will be payable in accordance with point 4.4.

9.5. We aren't responsible for messages that don't get to You because Your Equipment is turned off or not connected to the Network.



- 9.6. Unless otherwise stated in this Agreement, any notices from You to Us must be sent to: Customer Relations, T-Mobile, Hatfield Business Park, Hatfield, Hertfordshire, AL10 9BW.
- 9.7. Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.
- 9.8. This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 9.9. English law will apply to this Agreement and any disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable). You may be able to take your disputes to adjudication under the Communications and Internet Services Adjudications Scheme, the details of which are set out in our Complaints Code of Practice. We will give you a copy if you ask for it.
- 9.10. If a point or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any point or condition that is not legally effective with a point or condition of similar meaning that is.
- 9.11. Until You object We will use information about You to tell You of products and Services offered by Us and other organisations that might be of interest.
- 9.12. You have a right to choose whether Your details are included in directory listings, including the Phone book. If You want Your details included, please contact Our customer services department.
- 9.13. This Agreement is the whole agreement between You and Us. Any other information that You may have seen or heard before You entered into this Agreement isn't included.

## Our Privacy Policy

### How We use personal information.

In order that We can supply You with Services, We may share some of the information We hold about You with other members of the Deutsche Telecom Group (Our parent company) and other companies which We have a business relationship. If We have to send Your details to countries without proper data protection laws, We remain responsible for keeping this information secure. We will only share them if permitted by law. Until You object, We will use information You give Us to provide You with information about goods and services offered by Us and other organisations with which We have a business relationship. We or they may contact You by email, telephone or other on-line or interactive media. If You would prefer not to receive such information, simply let Us know at any time and We will stop sending it to You. We do not pass information about this Agreement to companies who contact You to offer a Renewal or Upgrade. If You are Our customer, We hold Your Account information. As You use Your SIM Card, some records are kept for statistical purposes. This data helps Us understand and serve Our customers better and improve Our Network. Data relating to the routing, timing or duration of communication may be kept for up to a year. To ensure security for You and Our staff and to help maintain service quality, some calls with Our customer services teams are monitored. Your personal details are not held indefinitely, but are destroyed after a period of time. Some information will be held after You have closed Your Account with Us.

### Credit and Fraud Checks

If You apply for credit, We will register and check Your details with credit reference agencies to help Us make credit decisions about You. You must be able to disclose information about anyone else with whom You have a financial link. Your details may be linked to records relating to one or more of those people. We will also check Your details with fraud prevention agencies. If You give Us false or inaccurate information which leads Us to suspect fraud We will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on application for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt;
- Check details on proposals and claims for all types of insurance; and
- Check details of job applications and employees.

These agencies will also use the records for statistical analysis about credit, insurance and fraud. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. More details about the relevant fraud prevention agencies are available on request.

### Changes to Our privacy policy

If We decide to change Our privacy policy We will publish the changes on Our website so You are always aware of the way We collect, use and disclose information.

### Access to Your Information

If You want, You can always access Your personal information. Just make a written request clearly identifying Yourself and the personal information You require. We'll charge You £10 to cover the cost of supplying it. If We hold any inaccurate information about You We will correct it. Our address is:

**EE Ltd trading as T-Mobile, Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW**

