

Inclusive Minute Business Plan Terms (January 2008)

General

1. With the exception of Simplicity Plans, Connection to an O2 Inclusive Minute Business Plan is subject to status, credit-check and the terms of a 12, 24 or 36 month Minimum Period O2 contract.
2. Simplicity Plans (SIM only plans with no Minimum Period) are subject to status and credit-check. You may give us written notice that you wish to end your SIM only contract or change plan at any time, and this will be effective 30 days after we receive your notice. You will be required to pay the applicable monthly charge for your SIM only plan until the end of this 30 day notice period.
3. If applicable, Pay Monthly handset upgrades are available:
 - a. for 12 month Minimum Period contracts, at the end of the Minimum Period, subject to signing a new Minimum Period contract; or
 - b. every 12 months during the Minimum Period of 24 and 36 month Minimum Period contracts, subject to signing a new Minimum Period contract if an upgrade is selected in the final 12 months of the Minimum Period.A handset is not provided when you select a SIM only plan.
4. If you take a SIM only plan, your current mobile phone may be latched/locked to another network and you may need to obtain an unlatching/unlocking code from your current network operator and service provider. This code is not the same as your PIN code. Failure to enter the correct unlatching code may result in your mobile phone becoming permanently blocked. We accept no responsibility for mobile phones blocked in this way or for any costs incurred in the provision of this code.
5. Unless otherwise stated, call prices exclude VAT, are quoted by the minute, and are charged in one second increments. Each call is charged excluding VAT and then rounded-up to the nearest penny.
6. To access O2's data services your mobile device must be data compatible and enabled. Access to data services is subject to network coverage.
7. Prices are correct at time of going to print but are subject to change.
8. Customers taking E Care and E Billing Business Plan plans must maintain an email account.
9. All Inclusive Minute Business Plans include unlimited calls to O2 mobiles, which are not decremented from the inclusive allowance and are available as long as you stay on an eligible plan. An excessive usage policy operates and no customer may use their SIM card:
 - in, or connected to, any other device; or
 - in a way that adversely impacts the service to other O2 customers.If O2 reasonably suspects any customer is not acting in accordance with this policy, O2 reserves the right to impose further charges or disconnect this service from an individual SIM card or all SIM cards contracted to you at any time, having attempted to contact you first.
10. Provided you opt-in as set out below, all Inclusive Minute Business Plans also include unlimited calls to selected 10 standard UK landlines, which are not decremented from your inclusive allowance and are available as long as you stay on an eligible plan. An excessive usage policy operates as for unlimited O2 calls in point 9 above. To receive this offer you will need to register on the 'My Business Account' website at <https://o2businessaccount.o2.co.uk/> and select your 10 numbers. You will need to have your first bill to hand to be able to register, this will be sent to you within 10 days of connection, and be aware that it will take 48 hours for your 10 selected numbers to be added to your account. You may change your 10 selected numbers once every 3 months if desired. Once your 10 numbers are registered on the web site, all SIM cards connected to your account will benefit from unlimited calls to the 10 standard UK landlines which you have selected.
11. As a special promotional offer, all customers connecting to an Inclusive Minute Business Plan before 28 March 2008 will receive unlimited calls to all standard UK landlines, which are not decremented from your Inclusive Minutes allowance, for the first 3 months. An excessive usage policy operates in the same

manner as for unlimited O2 calls in point 9 above.

12. The minimum call charge is 2.55p for voice calls and 5.11p for data calls not forming part of your inclusive allowance.
13. Any Inclusive Minutes & Messages are applied to the "first" mobile in your account and can be shared with any "additional" mobiles in your account. Inclusive Minutes & Messages are used on a "first come, first served" basis by the "first" or any of the "additional" mobiles in your account.
14. Any unused Inclusive Minutes & Messages rollover until the next month only.
15. In the event of a change of tariff, any unused Inclusive Minutes and Messages will be lost.
16. You will lose any inclusive data allowance previously included as part of your O2 voice tariff if you add on a data tariff.
17. All calls made from the UK to standard mobile and landline numbers in Europe will be charged at 8p per minute. Provided that O2 may charge more for calls made to any European number ranges which O2 reasonably believes are being used for call forwarding services, onward calling services, numbers that pay a revenue share or premium rate and directory enquiries numbers where special charges apply.
18. In relation to the Business Plans, "Europe" means the following countries only: Austria; Belgium; Bulgaria; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Greece; Hungary; Ireland; Italy; Latvia; Lithuania; Luxembourg; Malta; Netherlands; Poland; Portugal; Romania; Slovakia; Slovenia; Spain; Sweden; Faroe Islands; Gibraltar; Liechtenstein; Monaco; Norway; San Marino and Switzerland.
19. A maximum of 10 additional elements including Extra Minutes, Extra Messages or Bolt Ons can be added to any O2 Business Plan.
20. In these terms the expression "you" shall mean the Customer, and your shall be interpreted accordingly.

Inclusive Minutes and Call Charges

1. Inclusive Minutes on O2 Business Plan plans can be used for calls made in the UK to:
 - standard UK landlines (starting 01, 02 or 03); and
 - 07 numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage (this currently includes the five major operators O2, Orange, T-Mobile, Vodafone and 3, and providers such as Virgin Mobile, Tesco Mobile and BT Fusion),all provided that O2 may exclude from your Inclusive Minutes allowance calls made to any number ranges which O2 reasonably believes are being used for call forwarding services, onward calling services or numbers that pay a revenue share.

All plans include access to voicemail menus and voicemail retrieval at no extra charge. Calls to voicemail 901 are not decremented from your inclusive allowance. Calls to selected telephone help lines are also free of charge and not decremented from your inclusive allowance.

2. Inclusive minutes can not be used for calls made in the UK to:
 - non-geographic numbers (starting 08, 05) which are charged at 17.02p per minute, except calls to 0871 numbers which are charged at 29.79p per minute;
 - non-standard or "special" 07 numbers (all those 07 numbers that are not specifically included in your inclusive minutes, including 07 numbers allocated to network operators in Jersey, Guernsey and the Isle of Man), which are charged at 21.28p per minute, except Jersey, Guernsey and Isle of Man numbers which are charged at 11.55p per minute and 070 numbers which are charged at 42.55p per minute. A list of the 07 numbers which are not included in your inclusive minutes can be viewed at <http://www.o2.co.uk/mobilestariffs/tariffs/specialnumbers>. It is updated regularly as new number ranges are allocated or we become aware that the use of existing ranges has changed; or
 - premium rate and directory enquiries numbers where special charges apply.
3. As a special promotional offer, calls made to "special" 07 numbers (other than 07744/07755 and 070) will be included in bundle until 28 March 2008. If you use these numbers we will send a reminder to you that the promotional period is coming to an end before charges commence. For the avoidance of doubt please note that the expiry of this special promotional offer will not create a right for you to terminate your contract.
4. Once you have used all your inclusive allowances, any calls made in the UK to 07 numbers which would previously have been included will be charged at 30p per minute and any calls made in the UK to landline

- numbers which would previously have been included will be charged at 8p per minute
- Any calls made from abroad (including Jersey, Guernsey and the Isle of Man) or to an international destination from within the UK will be charged at standard roaming or international call rates (unless International Traveller Service (ITS) / Discount Country is taken in which case a discounted rates will apply which can be viewed at: <http://www.o2international.co.uk/>.
 - If you connect to "Small Business Frequent", "Medium Business Regular" or "Medium Business Frequent" directly from O2 Retail, O2 Online Business Shop or O2 Telesales before 28 March 2008 on a 24 or 36 month Minimum Period contract you will receive an additional 200 Inclusive Minutes and 400 Inclusive Messages per month while you remain on that tariff.

Inclusive Messages and Message Charges

- Inclusive messages on O2 Business Plan can be used for:
 - texts sent in the UK to UK mobiles,
 - texts sent from abroad (including Jersey, Guernsey and the Isle of Man),
 - picture or video messages sent from the UK and abroad (subject to having a compatible handset).Sending one UK text uses one message. Sending one text message from abroad uses four messages. Sending one picture or video message from the UK or abroad uses four messages.
- Inclusive messages on O2 Business Plan can not be used for:
 - premium rate messages where special charges apply,
 - sending texts from the UK to international numbers, these are charged at 13.2p, except for customers subscribed to Discount Country or ITS who will be charged at 10.21p; or
 - any chargeable messages you receive.
- Once you have used all your inclusive allowances, any messages sent to UK mobiles will be charged at 10.21p per message and any picture messages or video messages sent to UK mobiles will be charged at 21.28p per message. Any text messages sent whilst abroad will be charged at standard roaming text rates.

Data Charges for non-data subscribers

- Usage of email and internet above 0.5MB per month is charged at £1.80 per MB. Email and Internet excludes BlackBerry usage.
- Data usage is measured in kilobytes (KB). 1MB = 1024 Kilobytes (KB), 1024 MB = 1 Gigabyte (GB). Data usage will be rounded to the nearest kilobyte and charges are rounded up to the nearest 1p. You are billed for the amount of data that travels over the data network. Please note that your bill may include charges for re-sent data packets and packets added to control the flow of data over the network.
- The prices shown do not incorporate data roaming rates.

Extra Minutes

- Extra Minutes can be added to your Business Plan up to an overall total of 75000 Inclusive and Extra Minutes per month. All minutes are added to the "first" mobile in the account and shared by "additional" users on a "first come, first served basis". Adding extra minutes increases the number of sharers that can be added to the Business Plan; 500 Extra Minutes by 4 sharers, 1000 by 8, 5000 by 25, 10000 by 50 and 20000 by 100. The same Minimum Period as your O2 Business Plan applies if you have subscribed to Extra Minutes at initial point of connection to an O2 Business Plan.
- Extra Minutes can only be used for calls to numbers forming part of your Inclusive Minutes allowance.

Extra Messages

- Extra Messages can be added to your Business Plan up to an overall total of 7500 Extra Minutes.

Combinations of 200, 500 or 1000 Extra Messages per month or unlimited messages can be added to your Business Plan. Combinations of 200, 500 and 1000 Extra Messages are added to the “first” mobile in the account and shared by “additional users on a “first come, first served basis”. Alternatively, unlimited messages can be added at an additional cost of £6.50 per “additional” user on the Plan. An excessive usage policy operates and no customer may use their SIM Card:

- In, or connected to, any other device; or
- In a way that adversely impacts the service to other O2 customers.

If O2 reasonably suspects any customer is not acting in accordance with this policy, O2 reserves the right to impose further charges or disconnect this service from an individual SIM card or all SIM cards contracted to you, the Customer, at any time, having attempted to contact you first.

The same Minimum Period as your O2 Business Plan applies if you have subscribed to Extra Messages at initial point of connection to an O2 Business Plan.

3. Extra Messages can only be used as per your Inclusive Messages.

The Web Bolt On, Smartphone Bolt On, iPhone Bolt On and BlackBerry for Business Bolt On Terms (each “the Bolt On”)

1. The Web Bolt On allows you unlimited use of O2 UK’s Edge/GPRS/ 3G networks (as applicable to your handset), for internet use via your mobile phone. An excessive usage policy operates and no customer may use their SIM Card:

- in, or connected to, any other device including modems;
- to allow the continuous streaming of any audio / video content, P2P or file sharing; or
- in such a way that adversely impacts the service to other O2 customers.

If O2 reasonably suspects any customer is not acting in accordance with this policy O2 reserves the right to impose further charges, impose network protection controls which may reduce their speed of transmission, remove the Web Bolt On or disconnect their plan from an individual SIM card or all SIM cards contracted to you at any time, having attempted to contact you first.

2. For customers connecting, re-signing, upgrading on or to or adding additional connections to these tariffs and Bolt Ons after 24 June 2010 the following terms will apply in place of those in paragraph 1 above:

The Bolt On allows you use of our data network via your mobile phone (internet capable phones only). The Bolt On includes a specified monthly data allowance. If you exceed the Bolt On’s monthly allowance or breach these terms, we reserve the right to:

- impose network protection controls which may reduce your speed;
- remove the Bolt On from your account;
- impose further charges; and/or
- disconnect your sim card at any time,

having attempted to contact you first.

All data usage must be for your private, personal and non-commercial purposes. Regardless of the amount of data you use, you must not use your sim:

- in, or connected to, any device other than the one which it was supplied with or intended by us for use with (for example a mobile phone sim only tariff sim is intended for use in a mobile phone not a modem. This includes putting your sim into a modem, modem usage or internet tethering on your device unless stated); or
- in such a way that we reasonably believe adversely impacts the service to other O2 customers.

We reserve the right to use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for customers at specific times of day and/or in specific locations.

O2 Web Max Terms

1. O2 Web Max allows you unlimited use of O2 UK's Edge/GPRS/3G networks (as applicable to your handset), for internet use via your mobile phone, modem or data card. An excessive usage policy operates and no customer may use their SIM Card:

- in, or connected to, any other device excluding modems/data cards;
- to allow the continuous streaming of any audio / video content, P2P or file sharing; or
- in such a way that adversely impacts the service to other O2 customers, including using an excessive volume of data as compared to the majority of users of O2 Web Max, which is currently more than 3GB of usage within a one month bill cycle.

If O2 reasonably suspects any customer is not acting in accordance with this policy O2 reserves the right to impose further charges, impose network protection controls which may reduce your speed of transmission, remove Web Max or disconnect your plan from an individual SIM card or all SIM cards contracted to you at any time, having attempted to contact you first.

2. For customers connecting, re-signing, upgrading on or to or adding additional connections to these tariffs and Bolt Ons after 24 June 2010 the following terms will apply in place of those in paragraph 1 above:

O2 Web Max allows you use of our data network via your mobile phone (internet capable phones only). O2 Web Max includes a specified monthly data allowance. If you exceed the monthly allowance or breach these terms, we reserve the right to:

- impose network protection controls which may reduce your speed;
- remove O2 Web Max from your account;
- impose further charges; and/or
- disconnect your sim card at any time,

having attempted to contact you first.

All data usage must be for your private, personal and non-commercial purposes. Regardless of the amount of data you use, you must not use your sim:

- in, or connected to, any device other than the one which it was supplied with or intended by us for use with (for example a mobile phone sim only tariff sim is intended for use in a mobile phone not a modem. This includes putting your sim into a modem, modem usage or internet tethering on your device unless stated); or
- in such a way that we reasonably believe adversely impacts the service to other O2 customers.

We reserve the right to use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for customers at specific times of day and/or in specific locations.

O2 Wireless LAN Service

1. To use the O2 Wireless LAN service the Customer must be on an O2 Business Voice or Business Data tariff connected to the DISE billing system*.
2. O2 has a list of devices (with appropriate software versions) and operating systems that are approved to access the O2 Wireless LAN service. Full details are available via the Wireless LAN page on www.o2.co.uk.

The Customer is responsible for the provision of and payment for the devices (with appropriate software versions) necessary for use and connection to the O2 Wireless LAN Service.

3. The O2 Wireless LAN Service is available at specific locations in the UK and selected locations outside of the UK, which are subject to change from time to time. A current list can be found on the Wireless LAN page on www.o2.co.uk in the regularly updated hotspot directory.
4. The WLAN Max tariff is subject to a 12 month minimum subscription period and allows the user unlimited use of the O2 Wireless LAN service, subject to an excessive usage policy. Excessive use, determined at O2's discretion, acting reasonably, will constitute abuse. O2 reserves the right to monitor usage, to apply additional charges and/or withdraw the WLAN Max tariff from any individual SIM Card, or all SIM Cards, contracted to the Customer at any time in the case of overuse or abuse of the WLAN Max tariff. Any charges for overuse will be on the basis of the next appropriate time-based O2 Wireless LAN tariff.
5. The Customer may purchase each single type of WLAN pass only once in any 30 day period per SIM Card. The Customer will not be able to purchase the same type of WLAN pass for use on a SIM Card for which that type of WLAN pass has already been purchased in the previous 30 days.
6. O2 reserves the right to withdraw the O2 Wireless LAN service from any individual at any time in the case of actual or suspected overuse or abuse of the service. O2 reserves the right to amend these terms from time to time, but will provide Customers with at least 30 days notice of any changes, or as much notice as is reasonably practicable where such change arises as a consequence of changes imposed by a third party.

* Existing customers on the WLAN Max tariff may be on a Business voice or Data tariff not on the DISE billing system.

International Traveller Service (ITS)

1. Prices are Recommended Retail Price (RRP), pence per minute, include VAT and apply 24 hours per day
2. International calls made from the UK are charged in one-second increments, rounded up to the nearest second and then rounded up to the nearest penny.
3. Minimum charge is 2p including VAT
4. Calls made to landlines in Kosovo from any destination will be priced as a World Zone 3 call.

These terms apply in addition to your airtime agreement which is available at <http://www.o2.co.uk/terms>.