

## Terms and Conditions

### Bundle offer from Telefonica UK Limited ("VMO2")

Offer launch date is: 9<sup>th</sup> February 2023

These terms and conditions ("**Terms**") apply to the discounted pricing made available by VMO2 to a customer when purchasing multiple Eligible Products (as defined below) in a bundle ("**Offer**"). Please read these Terms carefully and keep a copy for your information.

These Terms are subject to the terms of a legally binding contract entered into/to be entered into between VMO2 and the Customer ("**Agreement**"), which shall be subject to the general conditions available [here](#) ("**General Conditions**") as well as the additional schedules detailing the services and commercial details as contained within the Agreement. In the event of any inconsistency between the provisions of these Terms and the terms contained within the Agreement, the terms of the Agreement shall prevail.

Capitalised terms used in these Terms shall have the meaning given to them in the General Conditions unless otherwise defined herein.

#### Terms relating to the Offer:

1. **Eligible Products:** This bundle offer shall only apply to purchases of multiple eligible products within or across the following product portfolios: SIMO, MS365 and SOPHOS, MS UC Direct Routing. Eligible Products are subject to their own eligibility criteria, status and credit checks and the terms of the Agreement.
2. **Eligible Customer:** all customers of VMO2 are eligible to receive this bundle offer subject to the requirements of these Terms.
3. **Duration of discounted prices:** The discounted prices under the Offer will cease on expiry of the products' Minimum Period and the prices will be subject to increase to the advertised retail price on the date of expiry of the Minimum Period.
4. **Minimum Period commitment:**
  - a. The Eligible Products must be purchased for a Minimum Period of either 12, 24 or 36 months.
  - b. Eligible Products forming the bundle must be subject to the same Minimum Period in order to qualify for the discounted bundle price. The Minimum Period applied to such bundled products does not need to align with the Minimum Period of all products purchased by the Customer under the Agreement.
  - c. The Customer may purchase additional products that are not Eligible Products under the Offer at the same time pursuant to the Agreement, and these may be subject to a separate Minimum Period.
  - d. If the Customer elects to reduce the quantity of Eligible Products it holds, if this is during the Minimum Period, the Customer shall be liable to pay Termination Fees in respect of the cancelled products pursuant to the terms of its Agreement.
5. **Changes to the Customer's product holding after an Agreement has been entered into:**
  - a. Where the Customer increases the Eligible Products: (1) where this relates to the same type of products already held, such products shall be subject to the same Minimum Period and the Customer shall benefit from the same price given under the Offer; and (2) where this relates to new product types, these shall be subject to a separate price as notified by VMO2 to the Customer.
6. **Specific product terms:**
  - a. Where the Customer is purchasing an Eligible Product from the MS UC Direct Routing solution, the Customer must purchase the Premium Support.
  - b. Where the Customer is purchasing Hardware:
    - i. other than headsets, the Hardware must be subject to a Minimum Period of either 12, 24 or 36 months and Rental Charges shall be due for the duration of the Minimum Period;
    - ii. the Customer is not able to make an early repayment of Rental Charges due for the initial Hardware;

- iii. the Customer is not able to vary the initial Hardware purchased by way of upgrading/downgrading; and
    - iv. any additional Hardware purchased once the Agreement has been entered into will be subject to a one-off Charge and will not be subject to the discounted prices under the Offer.
  - c. Where the Customer is purchasing Support Services, the Customer may upgrade tier of Support Services subject to any additional Charges, but it cannot downgrade tiers.
- 7. **Any other terms:** These discount rules will apply and take precedence over all under discount rules for eligible bundle products which shall be superseded in their entirety. The Offer cannot be used in conjunction with any other offer from VMO2. These Terms prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
- 8. **Additional terms:**
  - a. There will only be one offer per purchase which meets the eligibility requirements set out in these Terms. Offer is not transferable. No cash or other alternatives will be offered by VMO2.
  - b. VMO2 may, at its sole discretion, identify which tariffs or products are eligible or no longer eligible for this Offer and identify these in selected promotional material.
  - c. VMO2 reserves the right to remove promotional material from circulation, amend these Terms, or amend or withdraw the Offer at any point (subject to the terms of an existing Agreement). In the case of amendment or withdrawal, a notice will be posted at the top of these Terms. VMO2 reserves the right to substitute the Offer for an alternative of equal or greater value. In the event of any dispute the decision of VMO2 is final.
  - d. These Terms and any dispute arising in relation to them shall be governed by English law and the English courts shall have exclusive jurisdiction.