

Business Inclusive Minute tariff terms from 1st July 2015

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1. General

These are our inclusive minute tariff terms for business customers ("Business Inclusive Tariff Terms") from 1st July 2015. They'll apply to you if you have signed up to one of these tariffs, upgraded your phone and signed up for a new minimum term or changed the tariff you're on (or elements of it) at any time on or after 1st July 2015.

If you haven't done one of these things, the tariff terms when you signed up, last upgraded or changed your tariff will still apply until you do or until we contact you to tell you otherwise. These terms are in addition to your Business Contract, which can be found at www.o2.co.uk/terms ("Business Contract").

In these terms, "you" means you the Customer, and 'your' shall be interpreted accordingly, while "we", "our", "us" or "O2" means Telefónica UK Ltd.

- I. These terms relate to the following Business Inclusive Minute Tariffs (the "Tariffs"):
 - a. Business Single 50,100,300,500 and 600;
 - b. Business Single 1200 Business Single Max;
 - c. Business Single 600 Bonus;
 - d. Business Single 900 Bonus;
 - e. Business Single 1500 Bonus;
 - f. Business Share 500;
 - g. Business Share 1300;
 - h. Business Share 2000;
 - i. Business Share 5000;
 - j. Business Single 100 and 500 Simplicity;
 - k. On & On tariffs;
 - l. All In Tariffs;

- m. O2 Lease;
- n. Small Biz tariffs; and
- o. Business Essentials tariffs.

It includes tariffs with handsets as well as SIM Only, Simplicity and Small Biz SIMO.

- II. Connection to any of the Tariffs may be subject to status, credit-check, fraud check, an affordability assessment and the terms of a 12, 24 or 36 month Minimum Period (as defined in your Business Contract).
- III. Business Essential tariffs are also subject to bespoke terms and conditions. They can be found at <http://www.o2.co.uk/termsandconditions/business>.
- IV. 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 Simplicity plan or change it 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 plan until the end of this 30 day notice period.
- V. SIM Only plans with a Minimum Period are subject to status and credit-check and are subject to the same terms as the Tariffs save in respect of any handset related provisions. Handset upgrades are not available on SIM Only plans.
- VI. Pay Monthly handset upgrades are not available on SIMO or Simplicity tariffs.
- VII. 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.
- VIII. Bonus tariffs are available subject to status, credit-check, fraud check and affordability assessment and the terms of a 24 month Minimum Period only and are only available with specific handsets. A handset is not provided when you select a SIM Only plan.
- IX. Unless otherwise stated, call prices exclude VAT, are quoted by the minute, and after the first minute are charged in one second increments. Each call is charged excluding VAT and then rounded-up to the nearest penny.
- X. In addition to the terms of your Business Contract, for Equipment supplied from 1st July 2015 with one of the Tariffs we warrant that the Equipment will conform in all material respects to the manufacturer's specification from the date on which it is dispatched to you for 12 months or for the duration of your Minimum Period, whichever is longer, up to a total maximum warranty period of 24 months (but in the case of software 90 days). Some Equipment, including the Apple iPhone, is expressly excluded from this extended warranty period.
- XI. To access O2's data services your mobile device must be data compatible and enabled. Access to data services is subject to network coverage.
- XII. Prices are correct at time of going to print but are subject to change. Customers taking E Care and E Billing plans must maintain an email account.
- XIII. Selected Tariffs include unlimited calls to mobiles in the UK and in our Europe Zone, which are not decremented from the inclusive allowance and are available as long as you stay on an eligible Tariff.

- XIV. A fair usage policy (“Fair Usage Policy”) operates and no customer may use their SIM card or Equipment contrary to the rules set out in this policy. See <http://www.o2.co.uk/termsandconditions/business/business-fair-usage-policy>.
- XV. You may only use our services in our Europe Zone for periodic travel, like holidays or short breaks. If you’re not genuinely using our services for period travel we may have to charge you for, or suspend you from, using our services in our Europe Zone.
- XVI. If O2 reasonably suspects any customer is not acting in accordance with the Fair Usage 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.
- XVII. Provided you opt-in as set out below, selected Tariffs also include unlimited calls to selected 10 standard landlines in the UK, which are not decremented from your inclusive allowance and are available as long as you stay on an eligible Tariff. A Fair Usage Policy operates as for unlimited O2 calls. 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 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.
- XVIII. The minimum call charge is equal to the per minute cost of each call. Exceptions apply to international calls to countries outside our Europe Zone. For detailed call charges see <http://www.o2.co.uk/business/products/international-business/calling-abroad/international-call-rates>.
- XIX. On the Business Share tariffs, 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.
- XX. Any unused Inclusive Minutes & Messages rollover until the next month only.
- XXI. In the event of a change of tariff, any unused Inclusive Minutes and Messages will be lost. You will lose any inclusive data allowance previously included as part of your O2 voice tariff if you add on a data tariff.
- XXII. O2 may charge more for calls made to any 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.
- XXIII. To see which countries are included in which International Calling Zones go to <http://www.o2.co.uk/business/products-and-services/business-international/calling-abroad-for-business/standard-rates-for-calling-abroad>.
- XXIV. You can find the list of the countries included in our Europe Zone at www.o2.co.uk/business/roaming-in-europe. Please note that from time to time we may need to change the list of the included countries.
- XXV. A maximum of 10 additional elements including Extra Minutes, Extra Messages or Bolt Ons can be added to any Tariff.
- XXVI. Itemised paper billing is not included as standard. An itemised breakdown of calls can be viewed for no charge online by registering for O2’s My O2 Account website at <https://o2businessaccount.o2.co.uk/>. Alternatively you can pay to receive an itemised paper bill at an additional cost of £1.00 per month, per customer.

XXVII. The Tariffs are available when paid for by Direct Debit only. Customers who wish to pay by other payment methods will be charged a Direct Debit Opt Out charge of £2.50 per month, per customer.

2. Inclusive Minutes and Call Charges

- I. Inclusive Minutes on Tariffs can be used for calls made:
 - a. in the UK to standard UK landlines (starting 01, 02 or 03); and
 - b. in the UK to numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage All Tariffs include access to voicemail menus and voicemail retrieval at no extra charge. Calls to voicemail 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; and
 - c. to standard landline and mobile numbers within our Europe Zone and from our Europe Zone to the UK.
- II. Inclusive minutes cannot be used for calls made:
 - a. in the UK and in our Europe Zone to:
 - i. non-geographic numbers (starting 05) which are charged at 25p per minute;
 - ii. non-geographic numbers starting 080, which are free of charge;
 - iii. non-geographic numbers starting 084/087/118/09, which are subject to an O2 Business access charge of 25p per minute*;
 - iv. non-standard 07 numbers (all those 07 numbers that are not specifically included in your inclusive minutes) which are charged at 21.28p per minute; and
 - v. 07 and 01 numbers in Channel Islands and Isle of Man numbers, which are charged at 33p per minute and 070 numbers which are charged at 42.55p per minute; and
 - b. from the UK to abroad,
 - c. from countries outside of our Europe Zone,
 - d. from our Europe Zone to countries outside of our Europe Zone (other than the UK).

*The service charge element of call charge is dependent on the number dialled.

- III. Once you have used all your inclusive allowances, any calls made to numbers which would previously have been included in your monthly allowance will be charged at 33p per minute.
- IV. Charges for calls made from the UK to abroad can be found at <http://www.o2.co.uk/business/products-and-services/business-international/calling-abroad-for-business/standard-rates-for-calling-abroad>.
- V. Charges for calls from countries in our Europe Zone to countries outside of our Europe Zone (excluding the UK) and from countries outside of our Europe Zone (excluding the UK) to other countries (other than the UK) can be found on the website at <http://www.o2.co.uk/business/products/international-business/going-abroad/call-and-data-costs-while-abroad>.

3. Inclusive Messages and Message Charges

- I. Inclusive messages on the Tariffs can be used for texts sent within the UK, within our Europe Zone and from our Europe Zone to the UK only.
- II. Inclusive messages on the Tariffs cannot be used for:

- a. premium rate messages and directory enquiry messages where special charges apply;
 - b. sending texts from the UK to our Europe Zone;
 - c. sending texts from our Europe Zone to numbers outside of our Europe Zone (other than the UK);
 - d. texts sent from countries outside of our Europe Zone;
 - e. picture or video messages (subject to having a compatible handset); or
 - f. any chargeable messages you receive.
- III. Once you have used all your inclusive allowances, any messages sent to numbers which would have previously been included in your monthly allowance will be charged at 10.21p per message.
- IV. For rates for sending messages from the UK to abroad see the O2 website: <http://www.o2.co.uk/business/products-and-services/business-international>.
- V. Any picture messages or video messages will be charged at 21.28p per message.
- VI. Our unlimited tariffs can for example, allow you to make unlimited calls to numbers of the type that make up your inclusive allowance. Any unlimited allowance must be for private and personal purposes and in compliance with our Fair Usage Policy.
- VII. You may not use your SIM Card:
- a. in, or connected to, any phone other than the one which it was supplied with or the type intended by us for use with (for example a mobile phone Business Single 600 tariff SIM Card is intended for use in a mobile phone not a modem; this includes putting your SIM Card into a modem, modem usage or internet tethering on your device unless stated); or
 - b. in such a way that we reasonably believe adversely impacts the service to our other customers; or
 - c. contrary to our Fair Usage Policy.
- VIII. If we reasonably suspect you're not behaving within our Fair Usage Policy, we reserve the right to impose further charges or disconnect your SIM Card or your tariff at any time, having attempted to contact you first. We may need to manage traffic to protect our network.
- IX. On some tariffs, your unlimited allowance is available only for your minimum term.

4. Data Charges for non-data subscribers

- I. Usage of data (excluding BlackBerry usage) in the UK and in our Europe Zone above 0.5MB per month is charged at £1.80 per MB.
- II. 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.
- III. The prices shown do not incorporate data roaming rates for data used outside of the UK and our Europe Zone. For these data roaming charges please see <http://www.o2.co.uk/business/products/international-business/going-abroad/call-and-data-costs-while-abroad>.

5. Extra Minutes

- I. Extra minutes ("Extra Minutes") can be added to your tariff up to an overall total of 150,000 Inclusive and Extra Minutes per month. For the Business Share tariffs, 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 tariff; 500 Extra Minutes by 4 sharers, 1000 by 8, 5000 by 25, 10,000 by 50, 20,000 by 100, 30,000 by 150, 50,000 by 250 and 100,000 by 500. The same Minimum Period as your tariff applies if you subscribe to Extra Minutes at initial point of connection to a tariff.

- II. Extra minutes added to the Business Single tariffs are also subject to the rules in section 1 above but can be used by that SIM card only and are not shareable.
- III. Extra Minutes can only be used for calls to numbers forming part of your Inclusive Minutes allowance.

6. Unlimited Landline and Unlimited Off Peak Bolt Ons

- I. These Bolt Ons can be added to your Tariff for an extra £5.00 each and can be used by that SIM card only and are not shareable.
- II. Unlimited Landline Bolt On gives you 3000 minutes which can be used to call the standard landlines within the UK. Once the inclusive minutes have been used, calls will be charged at 30p per minute.
- III. Unlimited Off Peak Bolt On gives you 3000 minutes which can be used for Off Peak calls made:
 - a. in the UK to call standard UK landlines (starting 01, 02 or 03);
 - b. in the UK to call 07 numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage;
 - c. Group Conferencing; and
 - d. GSM WAP.
- IV. Off Peak hours are 19.00 to 07.00 Monday to Thursday and 19.00 Friday to 07.00 Monday UK time. Once the inclusive minutes have been used, calls to numbers which would have been included in your monthly allowance will be charged at 30p per minute and 8p per minute for calls to Group Conferencing and GSM WAP.

7. Extra Messages

- I. Extra messages ("Extra Messages") can be added to your Tariff up to an overall total of 35000 Extra Messages. Combinations of 200, 500, 1000, 10000, 20000 or 30000 Extra Messages per month or unlimited messages can be added to your Tariff. For the Business Share tariffs, combinations of 200, 500, 1000, 10000, 20000 or 30000.
- II. Business Single tariffs extra message Bolt Ons can be used by that SIM card only and are not shareable.
- III. Unlimited messages can be added at an additional cost of £6.50 per additional user on any Tariff.
- IV. A Fair Usage Policy operates and no customer may use their SIM Card:
 - a. in, or connected to, any other device other than the one which it was supplied with or intended by us for use with; or
 - b. 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 Tariff applies if you have subscribed to Extra Messages at initial point of connection to a Tariff.
- V. Extra Messages can only be used as per your Inclusive Messages.

8. Web Bolt On, Smartphone Bolt On, iPhone Bolt On and Blackberry for Business Bolt On Terms (each, the “Bolt On”)

- I. The Bolt On allows you to use our data network, and if applicable, UK Wi-Fi, via your mobile phone (internet capable and/or Wi-Fi accredited 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 either:
 - a. Impose network protection controls which may reduce your speed. This only applies to data Bolt Ons purchased before 6 November 2014; or
 - b. Impose out of bundle data charges of 2.5p per MB on any Bolt On purchased as part of your tariff from 6 November 2014; or
 - c. Remove your ability to use data on your SIM Card; or
 - d. Remove the Bolt On from your account; and/or
 - e. Disconnect your SIM Card at any time, having attempted to contact you first.
- II. Regardless of the amount of data you use, you must not use your SIM Card:
 - a. 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 simplicity tariff SIM Card is intended for use in a mobile phone not a modem). This includes putting your SIM Card into a modem; or
 - b. In such a way that we reasonably believe adversely impacts the service to other O2 customers.
- III. If your mobile phone supports internet-tethering then this will be included in your data Bolt On and internet-tethering usage will be part of your monthly data allowance.
- IV. We reserve the right to use appropriate traffic-shaping, charges 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.
- V.