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## MOBILE TERMS

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(including terms for the Voice Services and/or Mobile Data Services)

The following additional terms and conditions apply to the provision of the Mobile Services.

### 1 DEFINITIONS

In these Mobile Terms, in addition to those terms set out in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Airtime”	means mobile airtime and Network capacity;
“Airtime Account”	means a notional account set up by O2 to accrue credits owing to the Customer (calculated as described in the Commercial Schedule) from which Network capacity (e.g. calls) can be purchased from O2 by the Customer;
“AIT”	means artificially inflated traffic which occurs when the flow of calls to any particular revenue share service is, as a result of any activity by or on or behalf of the entity operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;
“Data Connection”	means any connection and/or communication between Devices by which data is either transmitted and/or received;
“Device”	means Equipment or other mobile device, capable of incorporating a SIM Card;
“Gateway”	means any equipment containing one or more SIM Cards for one or more mobile networks, which enables the routing of calls and/or SMS and/or any other form of communication from fixed apparatus to mobile equipment by establishing a mobile to mobile call, SMS Text message or Data Connection;
“Mobile Equipment”	has the meaning set out in the Mobile Equipment Terms and which shall, for the avoidance of doubt, constitute “Equipment”;
“Mobile Data Services”	means the Mobile Services under which O2 supplies the Customer with Airtime enabling the Customer to transfer data on the Network;
“Mobile Services”	means those Services identified as a “Mobile Service” in these Mobile Terms and the Service Schedules;
“Mobile Terms”	means this document entitled “Mobile Terms”;
“New Connection”	(including New SIM Only Connections and New Connections With Device) means a new SIM Card which connects to the Network under this Agreement which was not immediately prior to this Agreement connected to the Network except where the SIM Cards were formerly provided to the Customer by means of a Reseller;
“New Connection With Device”	means a New Connection in conjunction with which O2 is providing a Device at the New Connection rate for Mobile Equipment specified in the Commercial Schedule(s) or on the O2 Website;
“New SIM Only Connection”	means a New Connection in conjunction with which O2 is not providing a Device at the New Connection rate for Mobile Equipment specified in the Commercial Schedule(s) or on the O2 Website;
“Reseller”	means any Third Party acting as an agent or distributor on behalf of O2;
“Re-Sign Connection”	(including Re-Sign SIM Only Connections or Re-Sign Connections With Device) means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between O2 (directly, and not via a third party);
“Re-Sign Connection With Device”	means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between O2 (directly, and not via a third party) and the

TERM / EXPRESSION	MEANING
	Customer and in conjunction with which O2 is providing Mobile Equipment;
“Re-Sign SIM Only Connection”	means the transfer of a SIM Card which was, immediately prior to this Agreement, connected under an agreement between O2 (directly, and not via a Third Party) and the Customer, and in conjunction with which O2 is not providing Mobile Equipment at the New Connection rate for Mobile Equipment specified in the Commercial Schedule(s) or on the O2 Website;
“SIM Card”	means a subscriber identity module card supplied to the Customer by O2 and which, for the avoidance of doubt, is included in the definition of Equipment in this Agreement;
“SMS” and / or “MMS”	means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from mobile equipment;
“Value Added Mobile Services”	means the value added services in relation to Mobile Services, such as installation, insurance, repair etc as may be made generally available from time to time by O2 to business customers, the details of which appear on the O2 Website; and
“Voice Services”	means the Mobile Services under which O2 supplies the Customer with Airtime enabling the Customer to make and receive mobile voice calls and SMS texts on the Network.

## 2 MOBILE SERVICE STANDARDS

The Customer acknowledges that provision of the Mobile Services is subject to the geographic extent of Network coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Mobile Services in any particular location that may, from time to time, adversely affect the provision of the Mobile Services in terms of availability, line clarity and call interference.

## 3 SIMS CARDS AND NUMBERS

- 3.1 Where the Customer is not already an O2 customer, O2 will supply to the Customer such number of SIM Cards as is necessary for the Customer to receive the Mobile Services to be provided under the relevant order.
- 3.2 O2 shall:
- a) provide to the Customer such mobile numbers as are necessary for the Customer to receive the Mobile Services; or
  - b) port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.
- 3.3 Nothing in this Agreement shall be construed as to grant the Customer any right in relation to the mobile numbers other than to receive the Mobile Services as described in this Agreement.

## 4 CHARGES

- 4.1 Unless otherwise stated in the Commercial Schedule(s) or on the O2 Website the following apply to UK domestic calls:
- a) call prices are quoted by the minute;
  - b) the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
  - c) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer’s invoice;
  - d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call Charges apply from midnight on Friday to midnight on Sunday and off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and

e) all calls are subject to a minimum Charge.

Full details of international and roaming call Charges (including rounding policies) are available at [www.o2.co.uk](http://www.o2.co.uk).

- 4.2 The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 4.3 O2 may monitor the Customer's usage of the Mobile Services for the purpose of controlling O2's credit risk and the Customer's exposure to fraudulent usage.
- 4.4 The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until O2 has received a request from the Customer to suspend the provision of such Mobile Services.
- 4.5 Any credits accrued in the Airtime Account may be used solely for the purposes of offsetting Charges for Airtime, do not have any monetary value, and the Customer is not entitled to:
- a) use any credits accrued in the Airtime Account to offset Charges for Services other than Airtime or vice versa;
  - b) offset any credits accrued in the Airtime Account against any outstanding debt;
  - c) any payments from any credits accrued in the Airtime Account; or
  - d) any future use of credits accrued in the Airtime Account upon termination of this Agreement.
- 4.6 Any credits to which the Customer is entitled will be applied to the Customer's nominated Airtime Account within 30 days of the end of the Minimum Holding Period, unless otherwise stated.
- 4.7 Credits accrued in the Customer's Airtime Account may be used to purchase Network capacity from O2.

## 5 DISCONNECTION OF SIM CARDS

- 5.1 The Customer may serve on O2 a disconnection notice in respect of a SIM Card(s) at any time.
- 5.2 O2 will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.
- 5.3 In the event that the Customer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Period (as set out in the Commercial Schedule), the Customer will pay to O2 any applicable Termination Fee.

## 6 OBLIGATIONS OF THE CUSTOMER

- 6.1 The Customer shall notify O2 immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card and shall remain liable for any Charges incurred in respect of and any information contained within that SIM card up until the point at which it notifies O2. .
- 6.2 The Customer shall, and shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will:
- a) not use the Mobile Services in any way to generate AIT; and
  - b) not, without the prior written consent of O2 which may be withheld at O2's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway;
  - c) not make nuisance calls or use the Services to spam or to send unsolicited advertising or promotional material;
  - d) comply with O2's reasonable instructions relating to health, safety, security and use of the Network; and
  - e) comply with any applicable fair use policy that O2 may issue from time to time.

- 6.3 The Customer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.
- 6.4 The Customer agrees that in respect of SMS and MMS, O2 is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which do not originate from O2.
- 6.5 The Customer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under this Agreement to another tariff except where O2 at O2's absolute discretion agrees to do so and confirms such a change in writing to the Customer.
- 6.6 O2 can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if O2 has reasonable cause to suspect fraudulent use of the SIM Card or relevant Mobile Equipment, or either are identified as being stolen. The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension.

## **7 VALUE ADDED SERVICES**

- 7.1 The Customer may order Value Added Mobile Services and O2 may accept or decline such orders.
- 7.2 O2 reserves the right to add to, substitute, or to discontinue any Value Added Mobile Service at any time. O2 does not guarantee the continuing availability of any particular Value Added Mobile Service.

## **8 CUSTOMER EQUIPMENT**

- 8.1 Certain elements of the Mobile Services are dependent on the Customer having suitable customer equipment available and in the event that the Customer is unable to provide such customer equipment, then:
- a) some of the Mobile Services may not function correctly (the "Affected Services");
  - b) O2 may choose not to provide the Customer with the Affected Services; and
  - c) O2 shall have no liability for the Customer's inability to receive those Affected Services.
- 8.2 Any customer equipment must be:
- a) technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer;
  - b) connected to the Network strictly in accordance with the instructions of O2; and
  - c) used by the Customer in compliance with any relevant instructions, standards and laws.