

O2 HOME SERVICES TERMS AND CONDITIONS (“TERMS”)

SUMMARY

If You’ve subscribed to O2 Home, the Terms and Conditions tell You what You need to know and set out both of our rights and responsibilities so please read them carefully and make sure You understand them. We also recommend that You keep a copy safe for future reference.

If You use O2 Home, whether the O2 Home account is in Your name or not, then You accept these Terms and Conditions.

Here’s a brief summary of some key points and where to look in the Agreement for more details.

Your eligibility & restrictions: There are certain things You need in order to be eligible for O2 Home (“Minimum Requirements”).

- You need to be over 18,
- a UK resident,
- pass a credit check if We run one,
- and pay by Direct Debit.

You’ll also need 24/7 access to broadband internet and good O2 mobile network coverage at the Premises (we mean the address where your account is registered), a spare ethernet socket for Your O2 Home Hub. You’ll need the consent of the property owner, if that’s not you. If You want to use an O2 Home thermostat You’ll need another spare ethernet socket and a working central heating system. You’ll also need good mobile or wifi coverage whenever You want to use the O2 Home App on Your mobile or tablet.

See paragraph 2 of Your Agreement for more details.

Fully Integrated Equipment, like door locks and thermostats, can be used on their own even if You cancel the O2 Home service but all other O2 Home Equipment can only be used with the O2 Home Service. You can’t get O2 Home everywhere, which means if You move house You might not be able to take the Service with You.

Your minimum term: Your Agreement lasts for a minimum of 24 months (“Minimum Period”) and then it continues on a month-by-month basis until either of us ends it. If You cancel after Your Change-Your-Mind period but before Your Minimum Period ends, You will have to pay a fee of no more than Your Monthly Subscription Charges multiplied by the number of months left in Your Minimum Period. Paragraphs 7 and 10 of Your Agreement give you more information about Your Minimum Period.

You can change Your mind: You have the right to change Your mind and cancel this Agreement. And then return any O2 Home equipment You’ve got from us:

- You can cancel the O2 Home service and this Agreement within 14 calendar days (“Change--Mind Period”) of us setting up Your O2 Home Service for You (“Set-Up”). You agree to the

Service starting immediately after Set Up so You will have to pay for any Services You've used during the Change-Your-Mind Period.

- **You can cancel the supply of any Fully Integrated Equipment (like door locks and thermostats) at any point until they've been installed. After that Your Change-Your-Mind Period for this Equipment ends. If Your Fully Integrated Equipment Was given you as part of Your Service Starter Pack and You cancel the service during the Change-Your-Mind Period, You will have to pay for Fully Integrated Equipment as if You bought it on an equipment-only basis.**

You can change Your mind and cancel Your order for any Additional O2 Home Equipment within 14 calendar days from delivery (or if the equipment needs professional installation, from the installation date of that Equipment).

Let us know within the Change-Your-Mind Period if You want to cancel. You'll have 14 days after that to return any Equipment. For full details on how to change Your mind and return equipment see <http://www.o2.co.uk/help/phones-sims-and-devices/our-change-of-mind-policy> or Paragraph 8 of Your Agreement.

How we deal with faults: We're legally obliged to supply goods that conform to this Agreement and We use reasonable skill and care in providing the Services.

The Service is not fault-free and can be affected by things like the speed and quality of Your broadband service or the thickness of the walls in the Premises.

We can't promise that You will always get an SMS notification every time a sensor is triggered. Or that SMS notifications that are sent to You will be delivered straight away or successfully. Because of this We limit our potential liability to You in the event of a dispute and We strongly recommend You take all precautions to protect Your property, like getting the right insurance.

Let us know as soon as a problem arises. Here's our Returns and Repairs Policy: <http://www.o2.co.uk/help/phones-sims-and-devices/our-returns-and-repairs-policy>. More details are in Your Agreement at paragraph 9, but here's a quick summary:

- If any of the Equipment We supplied to You is faulty, then if You return it in the first 6 months, You can get a free repair or replacement. If it's returned in the first 30 days, You might be entitled to a refund. If Your Equipment comes with a warranty You may also be able to ask for a repair or refund under that, but it does not affect Your statutory rights.
- If You are concerned that We didn't carry out Your installation correctly We will carry out the installation again or, if We cannot do that, We will arrange a credit or price reduction to Your O2 Home account.
- If You can prove that the App has a fault which has damaged the device on which it was downloaded and We haven't used reasonable skill and care, then You may be entitled to a repair or some compensation for the damage.

What We expect of You: We expect You to comply with this Agreement and any reasonable instructions that come with the Equipment, and to pay all the Charges, on time and by Direct Debit, unless We've agreed otherwise. The Monthly Subscription Charges will be billed to You monthly. You can buy Additional Equipment on an Equipment-Only basis, for an upfront-fee. We have the right to charge interest and fees if You're late paying us.

We can end this Services Agreement for a number of reasons, including;

- if You don't pay the charges or
- if We think You're using the Service or Equipment in a manner which is illegal, fraudulent, contrary to instructions or user manuals given with the Equipment, or in any way that is harmful to others or to our network.

For details on when We can terminate this Agreement, see paragraph 10.

We process Your data: We will process information about You and collect information on how You use our Services. This includes third party services You use in conjunction with our Services, for example Your location and account activity. We do this to enhance Your overall experience with us and make it more relevant to You.

We may use and analyse Your personal details to help us run Your Service(s) and account, including for credit checking and fraud prevention. We may share and combine that data and Your information with carefully selected third parties for the same reasons. Your information is treated in accordance with our Privacy Policy, which you can read here:
<http://www.o2.co.uk/termsandconditions/privacy-policy>.

YOUR O2 HOME SERVICES AGREEMENT (“The Agreement”)

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION AND PERSONAL INFORMATION (SEE PARAGRAPH 18).

About this Agreement

Your O2 Home Services Agreement with us is made up of different parts You have:

- this "Services Agreement" which is about how You access and use O2 Home and O2 Home Equipment;
- Your Installation Certificate and other service or maintenance documentation which will cover any work We complete for You at the Premises in relation to Your O2 Home Service or Equipment;
- Any warranty terms and conditions We may give you. You'll find these terms with Your Equipment packaging;
- Our latest "Privacy Policy" that sets out how We collect and use Your personal information, which can be viewed at <http://www.o2.co.uk/termsandconditions/privacy-policy>
- Any terms for other promotions, offers and services We supply. For more information, please visit www.o2.co.uk/terms.

All of these documents make up this Agreement and cover how We'll supply Equipment and Services.

We've defined some of the words in this Agreement to make it easier to read and understand. You can check the list of definitions at the end of this Services Agreement or on our Website or by contacting customer service.

About us

When We say “We”, “Us”, “Our” or “O2” We are talking about Telefónica UK Limited, whose registered address is 260 Bath Road, Slough, Berkshire, SL1 4DX and whose company number is 1743099.

If You need help with anything You can call O2 Home Customer Services on 0344 499 0202. We charge calls at standard UK rates.

These Terms are the basis on which We supply You (“You”, “Your, or “User”) with the goods, services and digital content that make up the O2 Home service (the “Service”). Additional Services, including offers and promotions, may have other terms and conditions which are usually posted on our Website.

About O2 Home

When You take one of our O2 Home Starter Packs, We will provide You with a subscription to the Service, the Equipment included in Your selected Starter Pack (“Bundled Equipment”), installation, delivery and management of the Service, and digital content (“Software”). Unless We've specifically agreed to sell You Equipment on an "Equipment Only" basis, We're supplying it to You because You've agreed to enter into the Service Agreement and to get the Service for a Minimum Period.

Once You've subscribed to O2 Home You can buy Additional Equipment from Us to use with the Service, which We will supply to You for a specified one-off price or, subject to status and credit check and availability, by spreading payments over 12 months (“Equipment Plan”). Additional Equipment can either be self-installed or need professional installation, depending on what it is. We'll let You know when You buy it.

The O2 Home App (“The App”) can be used to access the Service from Your Smartphone or Tablet, but Your mobile network or wifi service that You use to connect to the internet is not included in the Service. The mobile and wifi services You use in connection with the Service will be subject to the Your service provider's terms and conditions.

O2 Home is for residential customers only, so it can't be used by business customers.

The Services Agreement

1. Who is responsible?

- 1.1 This Services Agreement is between You and O2.
- 1.2 You are responsible for ensuring that You, or anyone else You authorise to use the Service or any part of it, comply with these Terms. You can't transfer the benefit of this Agreement to anyone else.
- 1.3 O2 is responsible for supplying the Service using reasonable skill and care to the standards set out in paragraphs 6.1 and 5.6.1 of this Agreement and for supplying goods/Equipment that conform to this Agreement.

2. Agreeing to these Terms

- 2.1 To subscribe to the Service or to buy Additional Equipment You must place an order online, in one of our selected stores, over the phone or through Your O2-designated Installer. And You will be asked to digitally accept these Terms to confirm Your agreement. If You buy over the phone You will be asked to verbally accept these Terms.

3. What are the minimum requirements for using the Service?

- 3.1 In order to use the Service You must have and maintain the following services, consents or facilities (“Minimum Requirements”) for as long as We agree to supply the Service to You. Your Service may be affected or not work in the way You expect if You cannot meet these Minimum Requirements:

i). 24/7 broadband internet access ("Broadband Service") in the Premises. The Broadband Service must have a minimum speed of 1Mb a second and come with an unlimited data capacity. If Your Broadband Service provider charges You for data usage, You're responsible for any such charges. If You fail to maintain Broadband Service, Your continued use of Service without a backup broadband signal is at Your own risk.

ii). At least one spare ethernet connection into Your broadband router; You will need two if You have chosen to use an internet-connected thermostat with the Service. You will also need a spare electrical socket near the boiler.

iii). Good O2 3G mobile coverage in Your home.

iv). A contact phone number and current email address when You sign up so that We can contact You easily. And an up-to-date desktop or tablet browser from which to access Your O2 Home account.

v). A smartphone or tablet with an up to date operating system and good mobile or wifi signal strength. If You want to use the remote-access functions of the service using the O2 Home App or Related Apps, you'll need to download the App or Related Apps and accept their respective Licence terms and conditions, in order to use them.

vi). A working central heating system, if You have chosen to use a thermostat.

vii). Your acceptance of any third party licence terms if required as part of the Service.

viii). Any additional requirements that may arise as and when our range of O2 Home Equipment and additional services changes / increases. Additional requirements will be specified on our Website FAQs or you'll be notified at the point of purchase.

4. The Equipment

4.1 Equipment will accord with any description given to You by us, be of satisfactory quality and will be reasonably fit for purpose, otherwise You'll be able to request a repair and, if appropriate, replacement or refund in accordance with paragraph 9.

4.2 Equipment supplied by Us is configured to work with the O2 Home Service only unless We've told You otherwise. We may not be able, and have no obligation, to reconfigure any Equipment to allow it to work independently or with other services.

4.3 **Warranty:** In addition to, and without affecting, Your statutory rights O2 Home Equipment (and their component parts) are supplied with a warranty. Details of what it covers, Your warranty period and other important terms will be in Your warranty documentation, that comes with the Equipment. You might need to register. During Your warranty period We will repair or replace any faults that develop with the Equipment We supply but not unrelated faults, Your other equipment or services.

4.4 **Responsibility and ownership of Equipment:** Any Equipment that We deliver to You or that You collect is Your responsibility once it is collected by You or delivered to You. Once You've

collected or received it You own the Equipment unless You're buying Additional Equipment with an one-off upfront fee in which case, You own it once You've paid for it.

- 4.5 **Loss or damage** to Your Equipment is Your responsibility. If any of the Equipment or its component parts is lost, stolen or damaged or destroyed You'll still be responsible for paying Your Monthly Subscription Fees until You cancel the Agreement. If You took out a credit to pay for Equipment You will continue to be responsible for complying with the terms of that credit agreement. You agree to taking adequate steps to avoid damage to Equipment or unauthorised use or theft of the Equipment;
- 4.6 **Compatibility:** We recommend that only Equipment purchased directly from O2 or authorised by O2 as being compatible with O2 Home, may be used with the Service. We cannot offer any indication of the quality of service You might get if You purchased Equipment from a third party and it is self-installed without our permission or installed by a third party who is not O2 or an O2-designated Installer ("O2 Installer").
- 4.7 **Delivery:** Equipment will be delivered by Your O2 Installer on the installation date or, if it Equipment that is capable of being self-installed, within 30 days unless We have informed You otherwise. Delivery may occasionally be delayed by circumstances beyond our control but We'll let You know if there's a problem.
- 4.8 **Equipment Software:** The Services and Equipment use and include certain software and/or firmware (collectively, the "Equipment Software"). Your use of the Equipment constitutes Your consent to any license terms associated with the Equipment or Services. We may provide Equipment Software upgrades, updates, or supplements. You agree that We have the unrestricted right, but not the obligation, to upgrade, update, or supplement the Equipment Software at any time and You need to accept these updates in order to continue receiving the Service. Although unlikely, Equipment Software upgrades, updates, or supplements could reset Your Equipment and erase saved preferences and stored content

5. **The Installation and Maintenance of Your Equipment**

- 5.1 All Starter Packs and some Additional Equipment require installation by an O2 Installer. If You want to remove Equipment like thermostats and doorlocks ("Fully Integrated") You may want an O2 Installer or other suitably qualified professional to help. You'll also need to supply suitable replacement equipment and arrange for it to be fitted once the O2 Home Fully Integrated Equipment has been removed. Some Additional Equipment can be self-installed, as long as You follow the instructions We give You. You should check the product descriptions on our Website or marketing materials for more information on Your installation requirements.
- 5.2 **Professional Installation**, de-installation, servicing, repairs or other work detailed in the Service Documentation (collectively referred to as "Works") must be carried out by O2 Installers. We accept no responsibility for Works carried out by You or a third party instructed by You or Your representatives, on Equipment that should be carried out by O2 Installers.

- 5.3 **Your Installation Date:** We will do our best to carry out the Works on the planned Installation Date. We do not pay compensation if We can't complete the Works on the planned Installation Date but We will arrange an appointment with You to complete the Works if necessary. We won't be responsible for delays caused by traffic, bad Weather or other things out of our control.
- 5.4 **Equipment must not be moved:** If You relocate the Equipment after it has been installed by Us, it may no longer work and You may be charged if We need to send an O2 Installer to the Premises to re-install the Equipment in a position where it works.
- 5.5 **O2 Installers will only work at the Premises:** Works will only be carried out at the Premises. You accept that if You, or anyone else attempts to install or use the Equipment or Services at a location other than the Premises, the Services may fail to function or not function properly.
- 5.6 **Our Installation Responsibilities**
- 5.6.1 O2 Installers will carry out the Works in a workmanlike manner, using reasonable skill and care.
- 5.6.2 **There may be cosmetic damage:** We will take reasonable care to carry out the Works without causing any unnecessary damage to Your Property. But the Works may require us to drill or cut holes or make other alterations to the Premises which may cause some damage ("Alterations") to the surfaces on or near the locations where Equipment will be or has been installed, and You understand and agree that We accept no responsibility for making good such Alterations at any time. You accept that some areas of the Premises may require re-decoration after installation, which is Your responsibility.
- 5.6.3 **Instructions:** We will provide You with instructions on the proper use of the Equipment and Services after Installation or if You have bought products which can be self-installed, the instructions will be included with the packaging. You must always follow the instructions carefully and completely. We will not be responsible for any damage to Your property or the Equipment caused if You have failed to follow the instructions.
- 5.6.4 **Installation & Maintenance Fees:** You will be informed if You need to pay a fee for our O2 Installers to carry out Works either at the point when You are purchasing Equipment, booking Your Installation Date or, if it later becomes apparent that the Works are non-standard as soon as possible after non-standard Works are identified by Us. Fees for standard Works will be available on our website and you may be charged if we need make multiple visits or if We are unable to gain access at a time agreed with You. If Fees increase or decrease they will be updated on our Website so please check for more information.

Examples of circumstances in which You may have to pay Fees are:

- If You buy Additional Equipment from Us on terms which require You to pay Installation & Maintenance Fees;

- If We are unable to perform the Works on the proposed Installation Date because You have failed to comply with any of Your Installation Responsibilities, set out at paragraph 5.7 and We have to come back again.
- If We are required to re-install Equipment because You have relocated or uninstalled Your Equipment from its originally-installed location;
- If You require special or non-standard arrangements for Works at the Premises (“Extraordinary Works”). Examples of Extraordinary Works include the location, layout or building materials of the Premises being such that it requires signal boosters, powerline adaptors, extension kits or other additional equipment to complete installation.

If We need to connect any additional equipment or carry out any Extraordinary Works We will discuss these with You and agree any costs first, so You can decide if You want to proceed.

5.7 Your Responsibilities when We’re working at the Premises: On or before the Installation Date You must:

- meet all the Minimum Requirements that apply;
- provide a UK standard grounded electrical outlet at the Premises and at any designated locations in the Premises for Equipment using AC power;
- provide a safe working environment and reasonable access to the Premises and the locations within the Premises where the Works will be carried out. Examples of an unsafe working environment are chemical or environmental hazards, pest infestations, dangerous animals, the risk of verbal or physical abuse or harassment;
- ensure that an authorised adult is at the Premises to grant access for the purposes of Installation, repair or maintenance, and stays at the Premises at all times whilst our O2 Installers carry out their work. It is Your responsibility to rearrange Your appointment if We can’t get access to the Premises;
- have obtained permission from the from owner, landlord, building manager or any other party necessary if You do not own the Premises, to allow Us and our O2 Installers to carry out the Works and provide the Services, and to make Alterations if appropriate. You promise to pay our costs and any losses if any third party makes a claim against us in future, for carrying out the Works or supplying the Services at the Premises;
- if the Premises is listed or carries any specific restrictions, have obtained all relevant permissions or consents required to provide the Service and to allow our O2 Installers to carry out the Works and to make Alterations if appropriate. You promise to pay our costs and any losses if any third party makes a claim against us for carrying out the Works at the Premises; and
- call us as soon as possible to tell us You cannot keep the appointment for Your Installation Date.

6. The Service

6.1 We will provide You with the Service using the reasonable skill and care of a competent service provider, providing the same commercial service. We will attempt to re-perform disrupted Services when possible and if something goes wrong We will try to fix it quickly.

6.2 The Services are not fault free

6.2.1 The Service relies on You having the Minimum Requirements but there are also a range of different geographic, atmospheric or other conditions or circumstances beyond our control which can impair the Service. For instance, how Well Your Equipment communicates with the Hub is affected by things like the thickness or material of the walls in the Premises or the speed and quality of Your Broadband Service.

6.2.2 Devices which use radio frequencies (e.g. baby monitors or freeview television receivers) in or near the Premises may also affect or be affected by the Service and You should ensure that You check these at the point of installation.

6.2.3 Access to the Service via the O2 Home App can be affected by mobile network or wifi coverage in the area You're in or the device on which the App is being used. We are not responsible for any sensor-triggered notifications that You miss, are delayed or not delivered. We are not responsible for any notifications that have been triggered accidentally or inadvertently. If a sensor fails to trigger a notification and that failure is caused by a fault in the sensor Equipment during the Warranty Period then please notify Us immediately to arrange a repair or replacement.

6.2.4. Occasionally We may have also have to:

(i) bar access to the Service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if We or third parties are suffering or would suffer a direct loss and in particular, if We believe You have no intention to make payment for the Equipment and/or the Service; and/or

(ii) migrate Your account from one billing platform to another. If We do, and the migration will affect Your Service in any way, We'll give You notice. If You are migrated, Your billing date may change.

6.2.5 **The Services are not available everywhere:** We do not supply the Service in all locations. If You are in a location in which the Service is not supplied or You move house to an area in which the Service is not supplied, You may not be able get or transfer the Service, but You will still be responsible for the Agreement for the duration of Your Minimum Period and afterwards until You cancel it. You can use our postcode checker to see in which areas the Service is available.

- 6.3 **Permitted Use and Restrictions:** You must comply with these Terms and use the Service only in the way permitted in these Terms and Conditions. If You do not We may terminate this Agreement
- 6.3.1 **O2 Home is for Your personal use only:** You are not permitted to use it for business purposes or to re-sell, lease or distribute any of elements of the Service or Equipment supplied in connection with the Service. If You resell the Equipment, You have no ownership in and cannot sell any Software included in the Equipment, which means the Equipment may not function. Where it is possible to do so, O2 has the sole and absolute discretion to activate Equipment Software to enable the operation of Equipment.
- 6.3.2 **Use as instructed:** You agree to use the Service (including Software and Equipment) only as permitted under this Agreement and in the way described in any User Guides or other instructions issued by us and in a responsible manner. You must use suitable Equipment or equipment for the Services You're trying to use. If You are a parent or guardian, You are responsible for the use of the Equipment and the Service by a child or Young person in Your care. You agree not to use the Service, nor allow the Service to be used for fraud, illegality, in a manner that is harmful, contrary to these Permitted Uses and Restrictions or that causes annoyance.
- 6.3.3 **No modifications:** You agree You won't make any modifications to Your Equipment or the Software or their respective programming to enable either the Equipment or Software to operate on any other system.
- 6.3.4 **You are responsible for updating Your software:** You are responsible for ensuring that the Operating Systems on Your mobile devices, desktops and Broadband are compatible with the Service You have taken from us, and has the necessary software updates and installations required in order to access the Services. Unless We say otherwise, You are responsible for backing up Your data and other software before transferring it or reinstalling it on new Equipment. You must follow the instructions We provide to You about accessing Your Services through Your Equipment.
- 6.3.5 **Nominated Users:** O2 Home Account Holders can nominate other eligible people to access their O2 Home Service ("Nominated Users"). There is a maximum number of Nominated Users You can elect, details of which You can find on the Website. The O2 Home Account Holder takes responsibility for ensuring Nominated Users comply with these Terms and that no one uses the Service fraudulently, in connection with a criminal offence in breach of any law or statutory duty. Nominated Users must be over 16 to be eligible for nomination. You must not permit anyone else to use the Service, other than the O2 Home Account Holder and Nominated Users.
- 6.3.6 **Feedback:** You agree to give us any information You provide us or We reasonably ask for in relation to this Agreement and that any information You give us is factually correct and up-to-date.
- 6.3.7 **Account security:** You will take adequate steps to protect Your password and account security to prevent unauthorised use of the Service, including taking additional steps to

secure access to mobile devices on which You use the O2 Home App and in particular if You use functions which allow the App to store and recall Your password without prompting (e.g. 'Remember Me') on subsequent visits.

6.3.8 You agree to cooperate with us in our reasonable security checks.

6.3.9 You must tell us immediately by contacting The Data Controller at Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX or through the 'Contact Us' section of our Website if anyone makes or threatens to make any claim or issues legal proceedings against You relating to Your use of the Service or the Content and You will, at our request, immediately stop the act or acts complained about. If We ask You to, You must confirm the details of the claim(s) in writing.

6.4 **O2 Home Indoor and Outdoor Cameras ("Cameras")**

6.4.1 **Respecting Privacy:** The Cameras will allow You to connect to view the Premises via video over the Internet at any time, including when You are not physically present in the Premises. You therefore agree that You will keep Your Cameras in unobstructed visible locations, and will not use the Equipment to record sound or images or to view images in locations where there might otherwise be an expectation of privacy. You are responsible for ensuring that Cameras only capture images of Your private property. If You capture images, sounds or voices ("Recordings") that are not from Your own private property You accept any and all liability for any breach of data protection laws and / or criminal liability that arises.

6.4.2 **You shall notify us immediately and cease to use the Cameras if the Cameras start to capture images of persons who are not on Your private property.**

6.4.3 **Recordings will be transferred and stored over the internet:** You will be able to control Your Camera Equipment, and will have the ability to enable and disable any audio and video recording features, set alerts, and send videos or pictures from the Cameras in the Premises over the Internet to another device, such as a mobile phone.

6.4.4 You will also have up to 250MB of cloud storage available for videos and pictures, or such storage of which You are notified from time to time.

6.4.5 The video clips and stills You choose to store will be encrypted and uploaded for storage on cloud servers. The data stored here will not be accessed or viewed by Us, nor disclosed to any third party, unless We are required to disclose such data by the Police or other Authority with a valid warrant or court authorisation, in accordance with our Privacy Policy.

6.4.6 You will not view, capture, store, or provide access to sound or to an image in a manner that violates the personal privacy of another individual.

6.4.7 You are responsible for pictures and videos transmitted to third parties from the Camera Equipment to Your cloud storage. You are responsible for any back-up and restoration of pictures and videos. We are not responsible for the loss of any pictures or video or for the back-up or restoration of any pictures or video. O2 does not guarantee the quality of service for any videos or pictures sent over the Internet, either by mobile device or by personal

computer. Image quality may be impacted by available bandwidth and network speeds that O2 cannot control.

6.5 Service Charges:

- 6.5.1 You must pay the Charges for the Services You subscribe to, stated on Your monthly bill by the date stated on Your bill. Any upfront payments, Service and Maintenance Fees (if any) and Monthly Subscription Charge will be set out in Your Order Confirmation.
- 6.5.2 We may charge fees if You're late in paying. For any overdue payments We may charge interest at 2% per annum above the base lending rate of HSBC Bank Plc. That interest will be calculated from the due date until the date of payment and on a daily basis. We reserve the right to charge a late payment fee for our reasonable administration costs which result from late or non-payment of Charges. Further information about any such fees will be posted on our Website.
- 6.5.3 We may end the Agreement if You don't pay any Charges that are due or if You're bankrupt or for any of the other reasons set out in paragraph 10.2.
- 6.5.4 We may ask You to pay a deposit before We'll let You use the Services. We require You to pay Your Charges by direct debit unless We tell You otherwise. An additional Charge may apply if You don't pay by direct debit. We will set out the amount of any such charge on our Website. If You are paying by credit or debit card You authorise the payment card company to give us and, on a strictly confidential basis, to our sub-contractors and/or agents, details about Your payment card account if it's necessary in connection with the Agreement. You also authorise them to let us know if Your payment account is terminated or suspended at any time.
- 6.5.5 If there are any increase to Your Monthly Subscription Fees, other than those in paragraph 6.5.6, We will notify You, after which You can end Your Services Agreement, in accordance with paragraph 10.1 (iii). If You do nothing this means You accept the new Charges and the Agreement will continue with the new Charges.
- 6.5.6 Paragraph 6.5.5 (above) will not apply to any increases to Your charges that are a result of a requirement by Government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or extension of an existing tax that has not previously been applied.
- 6.5.7 You're liable for all Charges incurred under this Agreement whether by You or anyone else uses the Service (with or without Your knowledge). You must pay the Charges to us or anyone else We ask You to pay on our behalf.
- 6.5.8 Unless We say otherwise, Charges which are normally monthly but are being measured for periods of less than a month will be calculated on a pro rata basis.
- 6.5.9 All charges are quoted to You inclusive of VAT (at the prevailing rate).

6.5.10 We may require a deposit before We'll give You access to the Service or before We'll continue to provide the Service to You. We may hold this deposit until You've paid all sums that You owe us under this Agreement. If You owe us money, We may use the deposit to settle or part-settle what You owe us. We'll refund any deposit We're still holding (if You ask) on termination of this Agreement or, if You ask, after three months of continuous on-time bill payments. If You don't ask for the deposit back, it will be added as a credit to Your account. We won't pay any interest on any deposit We hold.

6.6 **Service Information:** We will send You service updates, bills and other important service information using the details You have used to register for O2 Home or supplied through the O2 Home App. It is Your responsibility to ensure these details are consistent and kept up to date.

7. **How long does the Services Agreement last?**

7.1 Your O2 Home Services Agreement lasts for a minimum term of 2 years (called a "Minimum Period") after which Your Agreement will carry on a month by month basis unless and until You or We cancel it. You. The Agreement will end only when it's ended by You or us in accordance with paragraph 10.

7.2 This Agreement starts when We accept Your order (when You receive the O2 Home Hub) or, if You buy Additional Equipment that can be self-installed, the day on which that Additional Equipment is despatched.

8. **The Change-Your-Mind Period**

8.1 **If You change Your mind about O2 Home** - You can cancel this Agreement within 14 calendar days of Your Set Up). Just follow the process for notifying us set out in our Returns and Repairs policy. Subject to paragraph 8.4, any Bundled Equipment included in Your O2 Home Starter Pack must also be returned if You change Your mind about the Service.

8.2 **You agree to the Service starting immediately** after Set Up, which means if You do cancel within the Change-Your-Mind Period You will only have to pay for for what You've used.

8.3 **If You change Your mind about any Additional Equipment We supplied to You**, then subject to paragraph 8.4, You have 14 calendar days to tell us You've changed Your mind. If You are changing Your mind about Equipment that can be self-installed, the Change Your Mind period starts from when You received the Additional Equipment. If You are changing Your mind about Additional Equipment that requires Professional Installation, the Change Your Mind period starts from when the Additional Equipment has been installed at the Premises.

8.4 **If You change Your mind about Fully Integrated Equipment** the Change Of Mind Period expires once Fully Integrated Equipment has been installed.

- 8.5 **You have 14 days after You've notified us of cancellation in which to return any Equipment** or arrange for de-installation. You must return the Equipment complete with all the original parts, undamaged, unlocked with proof of purchase and, wherever possible, with the original packaging using one of the methods described in our Repair and Returns policy.
- 8.6 Once We have received Your returned Equipment We will cancel Your contract and refund Your money, using the same method of payment You paid with.
- 8.7 **If You do not return the Equipment or You cannot return it because it is Fully Integrated Equipment, You will be charged** for Non>Returns at their full advertised price. In the case of Bundled Equipment, You will be charged the full advertised price of the Equipment when sold on its own.
- 8.8 **Costs of returning Equipment**
- 8.8.1 Unless We tell You otherwise, We'll bear the reasonable postage costs of returning the Equipment with original parts and the original packaging, as long as You follow our Repair and Returns policy, otherwise You must bear the cost of returning the Equipment to us. We may charge You the reasonable costs that We incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request. If You paid any money for the Equipment, We'll refund that money to You when We get the Equipment back from You, less any charges.
- 8.8.2 **If You have Equipment for which You require help from an O2 Installer to remove** You must contact us to arrange a time to do so. You will have to pay a fee to have Equipment un-installed. For more information and de-installation charges please contact Customer Services. If You wish to instruct a third party to de-install then We will not be liable for any charges imposed by them or any damage caused to Your property by them. You will be liable for any damage to the Equipment caused by them and You are responsible for returning the Equipment in the same condition in which it was delivered to You.
- 8.8.3 **If You want to remove Fully Integrated Equipment** then You must have a suitable replacement available at the point of de-installation. If, for example, You wish to have Your thermostat uninstalled and You are unable to provide Your original or a replacement thermostat then You will be unable to control Your boiler until a replacement is supplied and fitted.
- 8.9 **If You change Your mind about the O2 Home App** - This is a free App designed to be used in connection with the Service, although You can still use the Service without it. By downloading the App You are giving Your express consent for digital content to be supplied to You before the 14-day cancellation period has expired and You acknowledge that Your statutory right to cancel the App will be lost as soon as You download it. However, You can cancel the App at any time by simply deleting it from Your Device.

9. Returns and Repairs

- 9.1 If You find a fault with the Equipment, if it is defective or You think that is not as described to You when You bought it let us know and comply with the Repairs and Returns Policy at all times. If Equipment can easily be uninstalled and returned You can return it to us within 30-days for a full refund or a repair, or, where We can't fix it, a replacement. You. If You find a fault with Fully Integrated Equipment or other Equipment that You cannot uninstall easily, You should contact us as soon as possible to arrange an appointment with an O2 Installer who will diagnose the fault and repair or replace the Equipment in accordance with our Returns and Repairs policy.
- 9.2 Alternatively, if You are within Your Warranty Period You can contact us for a repair or replacement under the warranty service. This does not affect Your statutory rights.
- 9.3 After Your warranty has expired, We might still be able to repair Equipment for You but You may be required to pay for the repair or demonstrate that the Equipment was at fault when You purchased it.
- 9.4 If You do not return, or in the case of Fully Integrated Equipment allow us access to, the Equipment that You claim is faulty so that We can investigate the defect, You will be charged in accordance with paragraph 8.7. This doesn't affect Your statutory rights. You're solely responsible for assessing the accuracy and completeness of Equipment at the point of Installation. If You don't let us know that there's a problem We may deem that everything is working properly.

10. Ending this Agreement

- 10.1 **You can end this Agreement at any time by giving us Notice, in accordance with paragraph 10.3 if:**
- i. We break a material term of this Agreement which completely restricts our ability to provide You with the Service and We don't correct it within 7 days of receiving Your complaint;
 - ii. We go into liquidation or a receiver or administrator is appointed over our assets;
 - iii. We increase our Charges in a way that would allow You to end the Agreement under Paragraph 6.5.5.
 - iv. We change the terms of this Agreement to Your significant disadvantage (which for the avoidance of doubt shall not include an increase in Charges for Additional Services, or an increase in Charges as set out in paragraphs 6.5.5 and 6.5.6.
 - v. if You end this Agreement and have a credit on Your final bill, please contact Customer Services and We'll arrange to have this refunded to You.

10.2 **We can end the Services Agreement and / or any Related Agreement at any time with immediate effect** (and in addition to any other rights We have), if:

- i. You don't pay Charges when they are due. This includes any deposit We may have asked for;
- ii. You break this Agreement and/ or a Related Agreement in any other material way and You don't correct the situation within 7 days of us asking You to;
- iii. We reasonably believe that the Service is being used in a way forbidden by paragraph 6.3 even if You don't know that the Service is being used in such a way;
- iv. You're in breach of paragraphs 6.3 or You persistently behave in a way that would allow us to bar Your Service in accordance with paragraph 10.2 of this Agreement;
- v. We reasonably believe that You are infringing or have infringed our Rights or the Rights of a third party;
- vi. You are the subject of a bankruptcy order, or become insolvent, or make any arrangements with or for the benefit of creditors; or
- vii. You refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to You in error or for the incorrect amount.

10.3 **Notice Period for ending this Agreement**

10.3.1 This Agreement can be ended by either You or by us giving at least 30 days' Notice (in line with paragraph 10.3). Unless Your statutory rights allow otherwise, You must pay us any outstanding Charges, including the Charges for this notice period.

10.3.2 **What's the effect of ending the Agreement during the Minimum Term?** If You end the Agreement during the Minimum Period or We end this Agreement because You have breached the terms of this contract during the Minimum Period, then You will have to pay a fee of no more than Your Monthly Subscription Charges multiplied by the number of months left in Your Minimum Period. This doesn't apply if You end the Agreement for one of the reasons in paragraph 10.1,

10.3.3 If You pay us the fee of no more than each of the Monthly Subscription Charges up to the end of the Minimum Period in a single payment, We may reduce the amount due by a rate determined by us. You will be sent a final bill after We receive Your notification and We have terminated the Service.

11. Customer Support

11.1 To contact customer service support please call us. You can find customer service contact details on our Website. **We may record or monitor some calls, emails and any other communications** between You and us (including those for example on social media) for training and quality control and our lawful business purposes. Our third party agents may do the same.

11.2 **If You have a complaint** please contact customer services (details are on Your bill or on the "Contact Us" section of the Website). If You are still unhappy You can write for an impartial review to: Complaint Review Service, PO Box 302, Dunstable, LU6 9GN. Please include Your full name and postal address at which You receive the Service (as it appears on Your bill) If

You bought online, the European Online Dispute Resolution site ec.europa.eu/consumers/odr/ allows consumers to submit disputes relating to online purchases with us.

12. Keep Your details up to date

- 12.1 **You must give us Your current email address and postal address** for the purposes of online-billing and receiving Notices and other communications from us. You cannot provide us with addresses for businesses, mailboxes or organisations. **You must keep this address up-to-date** and/or tell us immediately if there are any changes to it. You're responsible for making sure Your email address works and You'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to Your "junk mail") unless We're negligent.
- 12.2 When You sign up to this Agreement, You can view Your bill and make some changes to Your details and account online by accessing Your O2 Home account or by calling customer services.

13. General Provisions, including limitations on liability

- 13.1 Unless specifically stated otherwise, We have no liability other than the duty to exercise the reasonable skill and care of a competent service provider and retailer providing the same services and equipment. We don't accept liability for losses which haven't resulted naturally from our breach or which We could not have seen coming, or any loss of data, profits, business, costs, expenses, or any other form of financial loss. We will provide You with compensation that You are entitled to in accordance with Your legal rights.
- 13.2 We shall not be liable for any loss resulting from Your use or reliance on the Service, including any loss arising out of any delays or interruptions to the Service, failed or delayed SMS notifications or use of the Service otherwise than in accordance with the provisions of clause 13.1 above.
- 13.3 If We have been negligent when carrying our Works at the Premises and that negligence resulted in damage to Your property We shall be responsible for making good any such damage caused to Your property and any damage caused by the Equipment (provided that the Equipment is being used in accordance with any instructions or guidance provided to You or otherwise in accordance with these terms and conditions) and that, where required, the installation or de-installation was carried out by an O2 Installer. For the avoidance of doubt this Clause 13.3 shall not survive termination.
- 13.4 You agree We have no responsibility for the deletion, loss or corruption of any Recordings, personalised settings or notifications, unless We are negligent.
- 13.5 Nothing in this Agreement excludes or restricts the liability of either You or us for:
- (a) death or personal injury resulting from negligence; or

(b) fraud or fraudulent misrepresentation.

13.6 If We're found to be liable to You our liability will not exceed £3,000 (except in either case under the paragraphs immediately above or below).

13.7 Nothing in this Agreement will exclude or restrict the liability of either You or us for any liability that can't be excluded or restricted by law.

13.8 Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.

14. Things beyond our reasonable control

14.1 Except for the obligations under paragraphs 6.5, 6.3 and 10.2 of this Agreement, If We can't do what We've promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom We're not responsible (including other telecommunication providers), acts of local or central Government or other competent authorities), neither of us will be liable for this.

15. Assignment

- You can't assign or transfer any of Your rights under this Agreement to anyone else unless We agree in writing.
- We can assign or transfer our rights and obligations under this Agreement or any part of it or a Related Agreement, on the same terms, to any third party.

16. Notices

16.1 If You want to end the Agreement for any of the reasons described in paragraph 10.1 You must call customer service and give us Notice of at least 30 days. If You want to end the Agreement under paragraph 10.3 (a) You must give us written notice of at least 7 days.

16.2 Any other type of notice related to this Agreement must be:

- (a) by You in writing and delivered by hand or sent by pre-paid post, to us at the address on Your bill or be delivered through the 'Contact Us' section of our Website. You'll need to tell us Your full name, and the address at which Your O2 Home service is installed when sending notice through the 'Contact Us' section of the Website; and/or
- (b) by us in writing by post or email to You at the most recent address You've given us (and You must keep us updated if Your details change), or by SMS, by notification through the O2 Home App or bill communication, Website notification or other method of written notification which We may reasonably use to communicate with You.

17. Changes to the Agreement

17.1 We can make reasonable changes to this Agreement at any time. All changes will be posted on Our Website. Please check regularly for updates.

17.2 If We change the terms and conditions of this Agreement to Your significant disadvantage (in Our reasonable opinion) We'll give You 30 days' Notice before the changes take place.

18. How We use Your information

18.1 By registering, subscribing or using Our Services You consent to the collection and use of Your personal data in line with Our Privacy Policy:
<http://www.o2.co.uk/termsandconditions/privacy-policy>

18.2 You agree that We can search the files of credit reference agencies and that they may keep a record of that search. We can also carry out identity and antifraud checks with fraud prevention agencies and other third parties and We sometimes share data with such parties to protect You against fraud. We and other organisations can access and use the information recorded by fraud prevention agencies from other countries. If You give us false or inaccurate information and We identify or suspect fraud, We'll record this in accordance with Our internal policies and/or industry standards. Details of how You conduct Your account may also be disclosed to those agencies, organisations, law enforcement agencies and other telecommunications companies. The information may be used by us and other parties in assessing applications for and making decisions about credit, credit related services or other facilities and insurance (including motor, household credit, life and other insurances and claims) from You and members of Your household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by us and other parties for checking Your identity, checking details of job applicants and employees, statistical analysis about credit, insurance, fraud and to manage Your account and insurance policies. We may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies while this Agreement is ongoing.

18.3 Information held about You by credit reference agencies may be linked to records relating to Your Financial Associate(s). For the purposes of this application You declare that You and Your Financial Associate(s) are financially independent and You request that Your application be assessed without reference to any "associated" records, although You recognise that this may adversely affect the outcome of Your application. You believe that there is no information relating to Your Financial Associates that is likely to affect our willingness to offer the Service to You. You authorise us to check the validity of this declaration with credit reference agencies and if We discover any associated records, which would affect the accuracy of this declaration We may decide not to proceed with the application on this basis. For the purpose of this paragraph a "Financial Associate" is someone financially linked to You (for instance, a spouse, partner or family member). We may also refuse to accept payments from You where We identify an unusual pattern of payments or behaviour, or to comply with Our anti-money laundering obligations.

18.4 You authorise us and carefully selected third parties to collect, use, assess, analyse and disclose, in the UK and abroad, information about You, Your use of the Service(s) including, but not limited to information You used to register and pay for the Services and/or Equipment, Billing Information, ("Account Information") information on how frequently and

how You use the O2 Home App, Related Apps and the Service, including Your location information where You have enabled location-based services ("Usage Information"), information on the settings and frequency of sensor triggers and sensor-triggered notifications ("Sensor Data") generated by You and the date, duration and time of such usage, how You conduct Your account and the location of Your Equipment for the purposes of operating Your account and providing You with the Service(s) and services provided by others; to improve Our and Our partners' products and services and develop new ones; to manage the Service or; to help us run and grow Our business; to keep You informed about the end of Your Minimum Period or other details relevant to Your Service; for marketing purposes including amongst other things to identify and tell You about, or offer You, by phone, post, Your Mobile Phone or other Equipment, email, text (SMS), or other means, any further products, services and offers which We or Our partners think might interest You; for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to Our associated companies, partners or agents, any telecommunications company, debt collection agency, bank or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us.

18.5 You can get more details from Our public registration held by the Information Commissioner. If You want details of the credit reference or the fraud prevention agencies from whom We get, and with whom We record, information about You or You want to receive a copy of the information We hold about You (We'll charge a fee), please write to the Data Controller at Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX or go to the 'Contact Us' section of Our Website. You'll need to tell us Your full name, address, account number and Mobile Phone number. If You don't want Your details to be used to send You marketing communications, please opt-out in the relevant email or SMS, visit My O2, or write to us c/o The Data Controller, Telefónica UK Limited 260 Bath Road, Slough, SL1 4DX or through the 'Contact Us' section of Our Website. You'll need to tell us Your full name and address (as it appears on Your bill) . For details on how We use Your information please refer to Our Privacy Policy and Cookies Policy on Our Website.

19. Is there anything else?

19.1 If either You or We choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If You break this Agreement, and We choose to overlook it, We can still end this Agreement if You break it again and vice versa.

19.2 Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.

19.3 Third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.

19.4 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both You and We submit to.

THE DEFINITIONS

“Additional Equipment” means Equipment purchased on an equipment-only basis either for use with the O2 Home Service or which is only available for purchase by O2 Home Service customers (sometimes referred to as “Bolt Ons”).

“Additional Services” means extra services (i.e. not the Services You pay for as part of Your Monthly Subscription Charges) that You may use or choose to take from us and/or third parties, which may or may not be covered by a Related Agreement, including but not limited to the provision of enhanced installation (like Home Moves) and mobile applications;

“Additional Services Charges” means charges for Additional Services.

“App Software” refers to the O2 Home app (whether installed on a mobile device or desktop) and any Related App.

"Change-Your-Mind Period" means the number of days You have to cancel Your Agreement and/or return or swap Your Equipment, which will be 14 calendar days unless otherwise specified. Further details are set out in the returns and repairs section of Our Website, in Your Welcome pack or on Your order confirmation.

“Charges” means all the charges associated with Service(s) described in this Agreement, Related Agreements, on Our Website and in any marketing material, including Monthly Subscription Charges, Installation and Maintenance Fees and Additional Services Charges and charges under a Device Plan

“Equipment” refers to any and all of the internet-connected devices and other products in the O2 Home range of equipment, whether supplied as part of a Starter Pack, as part of any other bundle, sold separately as Additional Equipment (and any software embedded therein) including the O2 Home Hub Controller ("Hub") sensors, cameras, door locks, and other devices, but does not include any existing Inside Wiring at the Premises. Equipment may be new or O2-designated Like-New, which means the equipment, has been inspected and tested, at the discretion of O2

“Installation Date” means the appointed date on which O2 Installers have been scheduled to carry out Works at the Premises.

“Integrated Equipment” means Equipment that has been mixed inseparably with other goods or property during installation.

"Minimum Period" means the minimum period for the Services Agreement selected by You and on which Your Charges are based. This runs from the day on which the Service is first supplied (or from the day on which You take an upgrade) for 24 months;

"Monthly Subscription Charges" means the fixed amount You pay on a monthly basis for the Services;

“Nominated User” an eligible person nominated and authorised by the O2 Home Account Holder to access, control and use the O2 Home Account Holder’s Service to control Equipment at the Account Holder’s Premises.

"Non-Return" means Equipment which We do not receive back into the relevant sales channel (e.g. the location on the returns label if sold through a distance channel), or Equipment which is damaged, locked or disabled by security programmes or other software so that We are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

O2 Home Account Holder: An eligible person who has registered and been accepted for the O2 Home Service, who is responsible for receiving and managing the O2 Home Account and bills.

"Premises" refers to the address at which the O2 Home Account is registered and identified in the Service Documents as the address at which the Equipment is installed.

"Related Apps" means Apps, other than the O2 Home App, that can be used to control O2 Home Equipment or Equipment that We have authorised to be used with the O2 Home Service, e.g. Tado Thermostat App.

"Service Documentation" means the documents completed by an O2 Installer during a visit to the Site to record the Works that have been carried out, including but not limited to the Completion Certificate, Service Visit Report, Device Removal Certificate and O2 Home Thermostat Upgrade Certificate.

"Set Up Date" means the appointed date on which O2 Installers have been scheduled to carry out the first installation of the O2 Home Hub which shall initiate the Service at the Premises.

"Software" refers to both App Software, Equipment Software.

"Notice" means as further set out in paragraph 19, Your call to give us notice to terminate in accordance with paragraph 19.1, or Your letter or email to Our customer services, as applicable; or Our call, email, letter, SMS, bill, Website notification, MyO2 communication or other notification to You;

"Related Agreement(s)" means other terms and conditions which You separately agree to, under which We or Our group companies agree to provide You with good(s) or service(s);

"Rights" means copyright, trademark and other relevant proprietary and intellectual property rights relating to Content;

"Service(s)" means any service that We provide to You under this Agreement. It may include any or all (as the case may be) of the following services: connectivity, alert notifications, Equipment installation and maintenance, the O2 Home App and any Additional Services We agree to provide to You;

"User Guide" means any guide(s) or documentation supplied with Your Equipment either by us or by Your Equipment's manufacturer that explains how to use the Service with Your Equipment;

"Website" means o2.co.uk;

"Works" means installation, de-installation, servicing, maintenance, support or repairs or any other work that is required to be performed by an O2 Installer at the Premises.

"You" means You, the customer who this Agreement is made with and includes any person that We reasonably believe is acting with Your authority.