

Your Pay Monthly Mobile Agreement



o2.co.uk

Telefónica UK Limited, 260 Bath Road, Slough, Berkshire SL1 4DX
Registered in England No. 1743099. Registered Office as above.

© Telefónica UK Limited 2011. Correct at time of going to press (April 2011)

OZCN1346N ICE 04/11



Pay Monthly Mobile Agreement

This is the Agreement for consumer customers who take Pay Monthly mobile services from us for their own personal use; if you're a Business customer then please look at the Business Contract.

A quick summary

THIS IS A QUICK SUMMARY OF SOME OF THE MOST IMPORTANT TERMS AND CONDITIONS OF YOUR PAY MONTHLY MOBILE AGREEMENT, IT'S NOT PART OF THE AGREEMENT ITSELF.

You can see the full terms of your Agreement at o2.co.uk/terms, by picking up a copy of our printed terms booklet in an O2 shop or by asking customer service to send you a copy. It's important that you read the full terms before you sign up.

1. The Change-Your-Mind Period – If you change your mind about the phone or other equipment you've got from us, you can return it once and exchange it for another phone within 14 days of when you signed up (your "**Change-Your-Mind Period**"). You'll only be able to do this if the phone/equipment is undamaged, in its original packaging and you bring in your proof of purchase with it. If you'd rather, you can return your phone/equipment and cancel your Pay Monthly Mobile Agreement during the Change-Your-Mind Period. You'll have to pay for any calls, texts and other charges you've incurred though. For full details, ask in store or visit o2.co.uk (our "**Website**"), for our policy on repairs and returns. Details are in paragraphs 10 and 13 of the Agreement.

2. Your Minimum Period – Your Pay Monthly Mobile Agreement has a minimum contract term called a minimum period. After that minimum period, you can end the Agreement by giving us 30 days notice. If you want to end the Agreement during the minimum period then you will have to pay a fee of no more than your monthly charges multiplied by the number of months left in your minimum period. Details of how we calculate the fee are on our Website. Details about the minimum period are in paragraph 8 of the Agreement.

3. The Services we supply and what you can expect of us – Our services aren't available everywhere in the UK. They're not fault free and can be affected by things like the thickness of the walls of the building you're in, atmospheric conditions and the number of people near you trying to access the services at the same time. Details are in paragraph 2 of the Agreement.

4. Charges/Price increases – You must pay the charges for the services you subscribe to and use every month by the date on your bill. We charge interest if you're late in paying. You have to pay by Direct Debit. We may ask you to pay a deposit before we'll let you use the services. We may increase or decrease our prices from time to time. We won't put your monthly subscription charges up by more once in any 12 months. Some increases would give you the right to end your Agreement without penalty. Details are in paragraph 5 of the Agreement.

5. What we expect of you – We may end the Agreement if: you don't pay any charges that are due; we reasonably believe the service is being used fraudulently, illegally or to cause annoyance (among other things); or if you're bankrupt. Details are in paragraph 8 of the Agreement.

6. How we use your information  – We may use and analyse your personal details to help us run your account. We might use your details and how you use the service, and/or share them with carefully selected third parties, for marketing purposes to tell you about other products and services. If you don't want to get these marketing communications, you can write to us or you can tell us when you sign up. Details are in paragraph 21 of the Agreement.

Your Pay Monthly Mobile Agreement in full

Your Pay Monthly Mobile Agreement with us (this "**Agreement**") is made up of different parts. In this document you have:

- a "**Services Agreement**" which is about how you access our Network and other Services;
 - an "**Equipment Agreement**" that covers any Mobile Phone or other Equipment we sell you or give you when you sign up for our Services;
 - some general legal terms and conditions that apply to both the Service Agreement and the Equipment Agreement. We call them the "**General Terms**";
- and on our Website or by contacting customer service you have:
- the terms covering the types of calls you can make, messages you can send and data you can use. We call them our "**Tariff Terms**";
 - our latest policy that sets out how we collect and use your personal information. We call this our "**Privacy Policy**";
 - and any terms for other promotions, offers and Services we supply like overseas calling Bolt Ons, We put these on our Website at o2.co.uk/terms.

All of these documents (together with the details of your application for our Service) make up this Agreement and cover how we'll supply our Services.

We've defined some of the words in this Agreement to make it easier to read and understand. There's a list of definitions and what they mean in the General Terms below. Sometimes we've put the definition in the paragraph where it's used if that makes more sense.

I – Services Agreement

1.1 These are the terms and conditions on which we supply Services to you. Additional Services, offers and promotions may have additional terms and conditions. We'll put these on our Website and/or in our marketing materials. Please check our Website because we update it regularly.

2 The Services we supply and what you can expect of us

2.1 The Service isn't available everywhere in the United Kingdom. It isn't available in all other countries. It may be restricted to certain areas of those countries where it is available. Not all Mobile Phones will be able to receive the Service. We only agree to provide the Service to Mobile Phones that are approved by us.

2.2 The Service isn't fault-free; a range of different geographic, atmospheric or other conditions or circumstances beyond our control can impair it. For instance, coverage is affected by things like the thickness of the walls of the building you're in. It might also depend on how many people near you are trying to use the Service at the same time. For more information about the things that affect coverage, please look at the dedicated Network pages of our Website. You're entitled to the quality of service generally given by a competent mobile telecommunications service provider, using its reasonable skill and care.

2.3 We'll allocate you a number for use of your Mobile Phone on the Network. The number does not belong to you and may only be transferred to another service provider in certain circumstances. The details are available on our Website and from customer service if you ask.

2.4 We may record or monitor some telephone calls, emails and any other communications between you and us for training and quality control and our lawful business purposes. Our third party agents may do the same.

2.5 If you want to make international calls or use our international roaming service we may ask you to show us what we reasonably consider to be a satisfactory billing history or to pay a deposit to cover the cost of those calls (see paragraph 5.19). Unless otherwise stated, you will be charged for incoming calls if you're using your Mobile Phone abroad (including the cost of receiving voicemail messages). If you use the Service abroad, it will usually take longer to be billed. For more information about using our Service abroad, please visit [the international section of our Website](#).

2.6 The Service enables access to Content. You may only use Content in a way that doesn't infringe the Rights of others (we call this "**Approved Use**"). You must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than for an Approved Use.

2.7 We may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time.

2.8 You're solely responsible for assessing the accuracy and completeness of Content and the value and integrity of goods and services offered by third parties over our Service. We will not be a party to, or in any way responsible for, any transaction for third party goods and services, unless we're negligent.

2.9 You must give us a current email address for billing purposes. You must keep this address 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. If you want to update the email address we have for you, [please do this on our Website](#).

2.10 We can add to, change, substitute, or discontinue any Additional Services at any time. We don't guarantee any particular Additional Services will continue to be available.

2.11 You can ask us to include your Mobile Phone number in a telephone directory and/or a directory enquiry service. But you should know that if you request this service your number will be visible to companies that compile information for marketing purposes. If you're worried about this, you can stop unsolicited marketing calls by registering your mobile phone number with the Telephone Preference Service at tpsonline.org.uk. If you want your mobile phone number to be included in a directory and/or a directory enquiry service, please tell customer service. We may charge a fee for this service but we'll let you know what it is before we include it.

2.12 When you sign up to this Agreement, we may create an online account that will allow you to view your bill and make changes to your account online at My O2. We may have to change the email address we give you for your online account from time to time and we may also delete your online account if you do not use it for a reasonable period of time.

3. How long this Agreement lasts

3.1 This Agreement starts when we accept your application (the day you receive your SIM Card) or, if you don't receive your SIM Card when you buy (for instance if you buy online), on the day your SIM Card is dispatched.

3.2 At the end of any Minimum Period this Agreement will continue until it's ended by you or us in line with paragraph 8.2 below.

3.3 If you upgrade your Equipment with us you agree that a new Agreement and (if relevant) a new Minimum Period will apply. This will start when we accept your application for an upgrade in an O2 Shop or on the day your Equipment is dispatched if you upgrade online or over the phone.

4. Things we may have to do

4.1 Occasionally we may have to:

(a) change the number of your Mobile Phone, or any other name, code or number, or the SIM Card associated with the Service. This might be where we're asked to do so by a government or regulatory body or where we reasonably believe that the change will make your use of the Service better. We'll give you reasonable notice before we make this type of change;

(b) temporarily suspend the Service (or any part of it) for operational reasons, in an emergency, or for reasons of security. This might be where we're asked to do so by a government or regulatory body; or

(c) bar certain numbers or Equipment from the Service on a temporary or permanent basis to prevent fraud, abuse of the Service or in circumstances where we're suffering or would suffer a direct loss.

4.2 We may 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.

5. Charges for our Services

5.1 Detailed charging information can be found on our Website and in our Tariff Terms.

5.2 We may increase or decrease our Charges from time to time. If we increase our Charges (apart from for Additional Services), we'll let you know at least 30 days before the Charges are due to go up and you'll have the rights explained in paragraphs 5.3 and 5.4. We won't increase your Monthly Subscription Charges more than once in any 12 month period.

5.3 You can end this Agreement without having to pay the Monthly Subscription Charges up to the end of any Minimum Period you have left, if:

(a) we increase your Monthly Subscription Charges by more than the Retail Price Index (RPI) annual inflation rate at the date we notify you of the applicable price increase; or

(b) we increase any of our Charges (apart from for Additional Services) in such a way that would have increased your total bill for the immediately previous month by more than 10% (if the increase(s) had applied for the whole of that month).

5.4 If you want to end the Agreement because of one of the circumstances in paragraph 5.3 you must give us Notice that you want to within 30 days of when we tell you about the relevant price increase(s). If you don't give us Notice within 30 days, you accept the new Charges and the Agreement will continue with the new Charges.

5.5 For Additional Services, we reserve the right to increase our Charges at any time and by any amount. We'll post the new Charges on our Website. If, following an increase in the price(s) for an Additional Service, you do not want to pay the new price then you can cancel that Additional Service (if relevant), or stop using it. For Additional Services with a recurring subscription we'll let you know at least 30 days before the Charges are due to go up for that Additional Service.

5.6 Paragraphs 5.2, 5.3 and 5.4 won't apply where the increase or change is as a result of a requirement by a government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or the extension of an existing tax that has not previously applied.

5.7 For any calculations under paragraph 5.3(b), if you have any goodwill or other credits which reduce your actual bill total you'll need to look at the increase in your total bill if the credits were not applied.

5.8 Unless you have itemised billing the total amount for all Charges will be included as a single item on your bill.

5.9 You must pay your monthly bill by the date stated on your bill. 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 make a charge for our reasonable administration costs which result from late or non-payment of Charges.

5.10 We can't set usage limits on your account. We'll try to monitor usage of the Service through your account to control our credit risk and your exposure to fraudulent usage or unintended Charges caused by your usage, but we can't guarantee this and O2 is not responsible or liable for any such fraudulent usage. If we see usage on your account that causes us concern, we might restrict use of the Service on your SIM Card and/or bar your SIM Card. You'll need to contact us before you can use any of the chargeable aspects of the Service again. You may also have to make an interim payment before the Service can be restored. You may be able to track your own usage [on our Website](#).

5.11 You're liable for all Charges incurred under this Agreement whether by you or anyone else using your SIM Card (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.

5.12 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'll let you know if that's the case. 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.

5.13 There may be an additional Charge to have your bills in paper format. We'll let you know if this is the case before you incur any additional Charges.

5.14 Some Mobile Phones are locked to our Network. If a Mobile Phone is exclusive to us, we may never offer an unlocking service for it. If we do agree to unlock your phone, we may charge you for this service. You can get details of which Mobile Phones can be unlocked and the Charges on our Website or by calling customer service.

5.15 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.

5.16 Call charging rates that vary according to the time of day are billed according to the time at the start of the call.

5.17 Unless we say otherwise, call prices are shown by the minute and are charged by the second. Each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding rules (if the last digit is a 4 or lower we'll round down, otherwise we'll round up). Where applicable, VAT (at the prevailing rate) is then added to the total of all Charges on your bill, with the VAT part of the charge being rounded down to the nearest penny. There are minimum call Charges; see our Website for details of these and other Charges.

5.18 You may be charged to receive certain premium-rated calls, text messaging services and multi media messaging services. Details of these charges (where they are Services from us) are available on our Website ([o2.co.uk/premiumnumberpricing](#)). Please check these before using premium-rated services.

5.19 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 we choose to, after three months of continuous on-time bill payments. We won't pay any interest on any deposit we hold.

5.20 The Tariff Terms explain if, when and to which available tariffs you may be able to move.

6. What we expect of you

6.1 You must use the Equipment, SIM Card and the Service in the way described in any User Guides, or other instructions issued by us and in a responsible manner for your own personal use. You must use suitable Equipment or equipment for the Services you're trying to use.

6.2 You agree:

(a) to give us any information we reasonably ask for in relation to this Agreement and that any information you give us is factually correct;

(b) to take adequate steps to avoid damage to the SIM Card or unauthorised use or theft of the SIM Card;

(c) that the SIM Card will at all times remain our property;

(d) that we sometimes may need to send security information to your SIM Card by text message (like checking you are who you say you are when you sign up online for one of our Additional Services) or to allow access to some security features directly from your Mobile Phone (like changing the Personal Identification Number (PIN) to access your voicemail remotely) and that you need to make sure that nobody else can use your SIM Card to access this kind of security information;

(e) to tell customer service as soon as possible by telephone or through the 'Contact Us' section of our Website if the SIM Card or your Mobile Phone is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner;

(f) to cooperate with us in our reasonable security checks.

6.3 You must not use or permit anyone else to use the Service:

(a) fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;

(b) to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful;

(c) to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;

(d) to generate Artificially Inflated Traffic; or

(e) to persistently send automated unsolicited communications.

6.4 You must not establish, install or use a GSM Gateway without our prior written consent. We can withhold our consent for this activity at our absolute discretion.

6.5 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.

6.6 You agree that you are taking the SIM Card(s) and the Service solely for your own use. You must not re-sell or otherwise act as a distributor of the SIM Card(s) or the Services.

7. When we might bar or disconnect your SIM Card

7.1 We can, at our discretion and without notice, bar your SIM Card from making calls (other than to the emergency services), sending messages or accessing data and/or disconnect it from the Network:

(a) if any of the circumstances in paragraphs 6.3, 6.4, 6.6 or 8.1 apply to you;

(b) if the SIM Card is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your SIM Card;

(c) if you are persistently abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or

(d) if you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect our Network.

7.2 You may have to pay an unbarring charge and, if relevant, a reconnection charge if the Service is temporarily barred and/or your SIM Card is disconnected from the Network for the reasons stated above. As a condition of unbarring or reconnecting your Service we may require that you set up a direct debit authority for the payment of any future Charges.

7.3 If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended under paragraph 8.

8. Ending the Agreement

8.1 As well as any other rights we have, we can end the Agreement at any time, with immediate effect if:

(a) you don't pay Charges when they are due. This includes any deposit we've asked for;

(b) you break this Agreement in any other material way and you don't correct the situation within 7 days of us asking you to;

(c) we reasonably believe that the Service is being used in a way forbidden by paragraphs 6.3, 6.4 or 6.6, even if you don't know that the Service is being used in such a way;

(d) you're in breach of paragraphs 6.2 (a), (b), (e) or (f) of this Agreement;

(e) we reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;

(f) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or

(g) 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.

8.2 This Agreement can be ended by either you or by us giving at least 30 days' Notice (in line with paragraph 19). You must pay us any outstanding Charges incurred during the Agreement.

8.3 If this Agreement is ended during any Minimum Period, you must pay us a fee of no more than each of the Monthly Subscription Charges up to the end of that Minimum Period. If you pay us the fee of no more than each of the Monthly Subscription Charges up to the end of that Minimum Period in a single payment, we may reduce the amount due by a rate determined by us. Details of how we calculate how much will be due if you end the Agreement during your Minimum Period can be found on our Website. This doesn't apply if you end the Agreement for one of the reasons in paragraph 8.4 below.

8.4 You can end this Agreement by giving us Notice (in line with paragraph 19) if:

(a) we break this Agreement in any material way and we don't correct the breach within 7 days of receiving your written request;

(b) we go into liquidation or a receiver or administrator is appointed over our assets;

(c) we increase our Charges in a way that would allow you to end the Agreement under paragraph 5.3 and/or 5.4; or

(d) we change the terms of this Agreement to your significant disadvantage.

8.5 If you end this Agreement and have a credit on your final bill, please go to [o2.co.uk/finalbillrefund](#) and we'll arrange to have this refunded to you.

9. The Mobile Phone you use with a SIM Only Tariff

9.1 If you buy a SIM Only Tariff from us, your current Mobile Phone may be locked to another network and you may need to get an unlocking code from your current network operator and/or Mobile Phone manufacturer. The unlocking code isn't the same as your PIN. If you enter the wrong unlocking code it might permanently block your Mobile Phone. We accept no responsibility for Mobile Phones blocked in this way or for any costs in providing an unlocking code. Parts of our Service may not work with Mobile Phones which are not supplied by us.

10. Important – your right to change your mind about the Service Agreement

10.1 Unless we've said otherwise and if you purchased your Service directly from us (rather than one of our distributors), you can cancel this Service Agreement up to 14 days after the date on which you receive your SIM Card (the "Change-Your-Mind Period"). This is in addition to any statutory rights you may have. It applies as long as you give us notice within this 14-day period either by returning your SIM Card to any O2 Shop or by calling customer service.

10.2 You must return any Equipment that we supplied or sold you as part of this Agreement, undamaged, with proof of purchase, in the original packaging and complete with all the original parts, within the Change-Your-Mind Period. You must return it either to an O2 Shop or through the methods described in our repair and returns policy. Check our Website, ask in an O2 Shop or call customer service for details of our repair and returns policy.

10.3 You can use the Service during the Change-Your-Mind Period, but you will have to pay for the cost of any Charges incurred (including a daily rate to cover your Monthly Subscription Charges for the appropriate number of days you have the Service, calls, texts or data, as well as roaming or other usage that may take longer to be billed).

10.4 If you cancel this Service Agreement during your Change-Your-Mind Period, any Equipment Agreement that you agreed to at the same time for the supply of any Equipment will also be cancelled. We'll bear the reasonable postage costs of returning the Equipment with all original parts and the original packaging as long as you follow our repair and returns policy. 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 in satisfactory condition, less any charges.

10.5 Nothing in paragraph 10 affects your statutory rights.

II – The Equipment Agreement

11. These are the terms and conditions on which we (rather than one of our distributors) supply Equipment to you.

12 Your Equipment

12.1 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 Services Agreement and to receive the Services for a Minimum Period. Because you've agreed to subscribe to our Services, we'll normally supply the Equipment to

you for no charge or for a charge that includes a large reduction on its normal cost. If you cancel the Services Agreement under paragraph 10, this Equipment Agreement will also be cancelled.

12.2 If there is a charge for the Equipment it will be detailed on our Website or in any relevant marketing materials. The cost of any Equipment bought on an "equipment-only" basis or any additional Equipment purchased will be detailed on our Website or in any marketing materials. The cost will be payable at the time of purchase or added to your first bill (as we agree).

12.3 Any Equipment that we deliver to you or that you collect, is your responsibility once it is collected or delivered to you. Once you've collected or received it, you own the Equipment.

12.4 If you bought your Equipment or SIM Card directly from us and it is defective, not in accordance with any description given to you by us, not reasonably fit for purpose or it develops a fault, you'll be able to return it for repair and, if appropriate, replacement or refund if you follow our repair and returns policy. Please look on our Website or contact customer service for details. You should call us as soon as possible if any of the circumstances above apply to you to make sure that you are able to exercise any rights you have. Alternatively, if you experience any difficulties with your Equipment within your warranty period, you can contact the manufacturer for replacement or repair under the manufacturer's warranty service usually detailed in the User Guide(s). This doesn't affect your statutory rights.

13. Important – your right to change your mind about the Equipment Agreement

13.1 Unless we've said otherwise, if you purchased your Equipment directly from us (rather than one of our distributors), you may return your Equipment to us once for a replacement or cancel this Agreement up to 14 days after the date on which you receive your Equipment (the "Change-Your-Mind Period"). This is in addition to any statutory rights you may have. You must return it to either an O2 Shop or through the methods described in our repair and returns policy. Check our Website, ask in an O2 Shop or call customer service for details of our repair and returns policy.

13.2 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. Check our Website, ask in an O2 Shop or call customer service for details of our repair and returns policy. 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.

13.3 If you cancel your purchase of Equipment, you may still be liable to us for the Charges under your Service Agreement for the duration of any Minimum Period.

13.4 Nothing in paragraph 13 affects your statutory rights.

III – General Terms and Conditions

14 These General terms and conditions are part of the Services Agreement and/or Equipment Agreement that you've agreed to.

15. Limitation of Liability

15.1 We have no liability other than the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider and retailer. We don't accept liability for indirect or consequential loss, or any loss of profits, business, costs, expenses (unless those losses were reasonably foreseeable by both us and you when this Agreement was formed), or any other form of economic loss.

15.2 You agree we have no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless we are negligent.

15.3 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.

15.4 If we're found to be liable to you our liability will not exceed £3,000 (except in either case under the paragraph immediately above).

15.5 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.

15.6 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.

16. Loss or Damage to your Mobile Phone

16.1 If the SIM Card or your Mobile Phone is lost, stolen, damaged or destroyed you'll be responsible for any Charges incurred until you've contacted us to tell us what's happened.

16.2 You'll be required to continue payments for the Charges relating to the Services Agreement even if your Mobile Phone is stolen. This Agreement will continue until it's ended by you or us in line with paragraph 8.

17. Things beyond our reasonable control

17.1 Except for the obligations under paragraphs 5, 6, 7, 12.1, and 12.2 if either of us 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.

18 Assignment

18.1 You can't assign or transfer your rights under this Agreement to anyone else unless we agree in writing.

18.2 We can assign or transfer our rights and obligations under this Agreement or any part of it, on the same terms, to any third party.

19 Notices

19.1 If you want to end the Agreement for any of the reasons described in paragraph 8.2 or 8.4, you must call customer service and give us 30 days' notice ("**Notice**").

19.2 Any other type of notice related to this Agreement must be in writing and delivered by email, by hand or sent by pre-paid post, to us at the address on your bill, or to you at the most recent address you've given us.

19.3 References in this Agreement to "in writing" include email and notices to us must be delivered through the 'Contact Us' section of our Website, or to you at the most recent email address you've given us. You'll need to tell us your full name, address, account number and Mobile Phone number when sending notice through the 'Contact Us' section of the Website.

20. Changes to the Agreement

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

20.2 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 in writing before the changes take place. We'll notify you as detailed in paragraph 19 above or we may notify you by text (SMS) to your Mobile Phone number and/or by email.

21. How we use your information

21.1 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 anti-fraud checks with fraud prevention agencies. 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. Details of how you conduct your account may also be disclosed to those agencies, 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.

21.2 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).

21.3 You authorise us to use and disclose, in the UK and abroad, information about you, your use of the Service including, but not limited to, phone numbers and/or email addresses of calls, texts, data and other communications ("**Communications**") made and received by you and the date, duration, time and cost of such Communications, how you conduct your account and the location of your Mobile Phone for the purposes of operating your account and providing you with the Service, 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 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. 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 Telefonica 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.

21.4 You also agree to the information described in paragraph 21.3 being used, analysed and assessed by us and the other parties identified in paragraph 21.3 and selected third parties for marketing purposes including amongst other things to identify and offer you by phone, post, the Network, your Mobile Phone, email, text (SMS), media messaging, automated dialling equipment or other means, any further products, services and offers which we think might interest you. If you don't want your details to be used for marketing purposes, please write to us c/o The Data Controller, Telefonica 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, address, account number and Mobile Phone number. For details on how we use your information please refer to our Privacy Policy on our Website.

21.5 Some Services or services provided by third parties may require the disclosure of information about the location of your Mobile Phone. If you do not wish this to be disclosed please contact 1300 from your Mobile Phone. Please note we may pass information about the location of your Mobile Phone to emergency services.

21.6 If you take an insurance policy from us, we'll exchange information about you and your account relating to that policy with the underwriters of the policy and with the administrators of the policy (the "**Insurance Providers**"). Your personal data will be collected and processed by us, our agents and the Insurance Providers to the extent necessary for the policy described. This will include when we're making a decision about your eligibility for cover, assessing claims, and carrying out fraud prevention measures. We and the Insurance Providers may also pass information to law enforcement authorities, regulators and the Financial Services or the Telecommunications Ombudsmen.

22. Is there anything else?

22.1 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.

22.2 If you don't want your number to be shown on the phone of the person you're calling, dial 141 before their number. Otherwise our Network may show them your Mobile Phone number. Your number will be disclosed in relation to calls you make to emergency services.

22.3 If you want to complain about our Service, contact us by calling the customer service number on your bill. 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 Mobile Phone number if you write to us. If we don't resolve your complaint you can contact the Telecommunications Ombudsman. You can find their details at otelo.org.uk. Otelo offer a free service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. You can check our Website for a copy of our Code of Practice on complaints.

22.4 If you tell us that your Mobile Phone has been lost or stolen we have the right to prevent it from being used on the Network. We may also tell other network operators the Mobile Phone identity. They may choose to prevent the Mobile Phone from being used on their networks too.

22.5 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.

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

22.7 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.

23. The Definitions

23.1 In this Agreement (including these General Terms):

"**Additional Services**" means optional services that you can choose to take from us, including but not limited to, Bolt Ons, roaming and international services, premium rate services, directory enquiry services, Content (details of which appear on our Website) and/or third party services;

"**Agreement**" means this agreement (which includes the Services Agreement, the Equipment Agreement (if relevant), the General Terms, our Tariff Terms, our Privacy Policy and any other relevant terms specified on our Website). It also includes the details of your application for our Service;

"**Approved Use**" means use of Content in a way that doesn't infringe the Rights of others;

"**Artificially Inflated Traffic**" means calls that result in a calling pattern or patterns that are disproportionate to the overall type, amount, duration and/or extent of calls which would be expected from good faith usage of our Network or Services;

"**Charges**" means all the charges associated with the Service described in our Tariff Terms, on our Website and in any marketing material;

"**Communications**" means calls, texts, data and other communications;

"**Content**" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time;

"**Equipment**" means the Mobile Phone, laptop computer, netbook or tablet we supply to you under the Equipment Agreement;

"**Financial Associate**" means someone financially linked to you (for instance, a spouse, partner or family member);

"**GSM Gateway**" means a device(s) containing one or more SIMs for one or more mobile networks and which enable(s) calls from fixed phones to mobile networks to be routed directly via a GSM link into the relevant mobile network;

"**Insurance Providers**" means the underwriters and administrators of any insurance policy you take from us;

"**Minimum Period**" means the minimum period for the Service 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) and may be 30 days, 12, 18 or 24 months depending on the tariff that you sign up for;

"**Mobile Phone**" means a cellular telephone or other device that you put a SIM Card into to receive the Services;

"**Monthly Subscription Charges**" means the fixed amount you pay on a monthly basis for the Services but doesn't include any Charges for any use outside any inclusive allowances that come with your tariff or for any Additional Services;

"**Network**" means the mobile telecommunication system run by us;

"**Notice**" means a call to customer service to give us 30 days' notice that you want to terminate this Agreement;

"**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: airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services we agree to provide to you;

"**SIM Card**" means the subscriber identification module card that you'll need to be able to use the Service;

"**SIM Only Tariff**" means a tariff where we don't supply a Mobile Phone when you subscribe to the Service;

"**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 our website at o2.co.uk;

"**We**", "**us**", "**our**" or "**O2**" means Telefonica UK Limited of 260 Bath Road, Slough SL1 4DX. Registered in England and Wales under Company number 1743099 and VAT number GB 778 6037 85; and

"**You**" means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority.