

12th December 2013 – From the 12th December 2013 this promotional offer will no longer be available on the following contracts:

- Business On & On contracts including access to 4G
- Business Sim Only contracts including access to 4G
- Business Lease contracts including access to 4G
- Business All In contracts including access to 4G

We have updated clause 2 below to reflect this and removed reference to these contracts.

Customers who signed up to one of the above contracts on a 1GB, 2GB or 5GB tariff before 12th December 2013

If you signed up to a 1GB, 2GB or 5GB a month 4G tariff before the 12th December 2013 and you are still within the 90 day Happiness Guarantee Period you can still exercise your happiness guarantee if you want to. If you contact us because you wish to exercise your happiness guarantee we will still cancel your current tariff and move you to a lower cost tariff in accordance with the Promotional Terms. We will also give you back the cost of your access to your 4G tariff up to £15 (including VAT) in accordance with the Promotional Terms.

Customers who signed up one of the above contracts an 8GB tariff before 12th December 2013

If you signed up to a 8GB a month 4G tariff before the 12th December 2013 and you are still within the 90 day Happiness Guarantee Period you can still exercise your happiness guarantee if you want to. If you contact us because you wish to exercise your happiness guarantee we will still cancel your current tariff and move you to a lower cost tariff in accordance with the Promotional Terms. We will also give you back the cost of your access to your 4G tariff (up to £15 including VAT) in accordance with the Promotional Terms. Please note though you will not be able to receive a reduction in £5 twice for any one month so if your tariff cost has been automatically reduced by £5 after the 12th December 2013 you will not get a further £5 back per month under the happiness guarantee for this period.

All customers who signed up to a 4G Tariff before 12th December 2013

If you exercise the Happiness Guarantee after the 12th December 2013 you will be given the choice of moving to the next cheapest 4G tariff (if one is available) or of moving to a non-4G tariff in accordance with the Promotional Terms. Your tariff will still continue for the rest of your minimum term if you are still within your minimum term.

4G 90 Day Happiness Guarantee for Business Customers

1. These promotional terms and conditions relating to the 90 day happiness guarantee ("**Promotional Terms**") set out the basis on which Telefonica UK Limited (Company no. 01743099) of 260 Bath Road, Slough, Berkshire SL1 4DX ("O2, we, us, our") will provide

services to the customer with whom we make this agreement or a person who we reasonably believe is acting with the customer's authority ("You, your").

2. This offer is available on the following types of standard Business Customer contract:

- Business Data Bolt Ons including access to 4G
- Business Shared Data contracts including access to 4G

3. This offer does not apply to Business Mobile Broadband or Business Pop Up Office contracts that provide access to 4G. It will not be available to our enterprise customers, or customers who sign up to a non-recommended retail price tariff which is individually bespoke to them.

4. "4G Package" means a standard Business Customer contract which provides access to our 4G network

5. The Promotional Terms are in addition to Your Business Contract (the "Terms"), and terms which are not defined in the Promotional Terms will have the meaning set out in the Terms. If there is any inconsistency between the Promotional Terms and the Terms, the Promotional Terms will prevail.

6. The Promotional Terms will apply to new and eligible customers who sign up to a 4G Package on one of the contracts referred to above.

7. We reserve the right to change or withdraw this offer at any time (any amendments to these terms will be explained at the top of this page).

8. We reserve the right to withdraw the offer from any person or business who has not complied with the requirements of the Promotional Terms.

9. If you decide you are not happy with your 4G Package within the first 90 days after signing up to the 4G Package ("Happiness Guarantee Period") you can cancel your access to 4G only and get a credit of up to £15 (including VAT) on your account. . You will need to contact our Customer Service team by telephone and give us notice no later than the 90th day after the 4G Package connection date. Although you will receive a credit of up to £15 you will still have to pay for all elements of your non-4G tariff. You will not receive a refund for any fees for mobile data allowances or any mobile data charges you have been charged for whilst you had a 4G Package. You will be placed back on a non-4G tariff which has the closest equivalent data bundle size (either the same amount of data or the closest amount of data below the 4G data bundle) to your 4G tariff and your tariff will still continue for the rest of your minimum term if you are still within your minimum term. If you are not within your minimum term you will simply be placed on the equivalent non-4G tariff (as set out above) when you cancel.

10. Depending on when you cancel (either from 1-30 days, 31-60, or 61-90 days after connecting to the 4G Package) You will receive a refund of the cost of £5 (including VAT) for the access to a 4G Package for each time period you had access in as a credit on your account on your next monthly bill date.

11. If you have purchased a specific 4G data Bolt On, and you use this happiness guarantee part way through a billing month a refund for the data Bolt On will be applied as a credit on your next bill. This will be calculated based on the number of days you have had access to the Bolt On a pro-rata basis. For example, if you have had access to the Bolt On for only a third of your billing period, you will receive a credit for two thirds of the cost of the Bolt On for that billing month (provided you have paid for it in advance).

12. You can only use this guarantee once. If you use it during the Happiness Guarantee Period and you later sign up to a 4G Package again you will not be able to use this 90 day happiness guarantee again.

13. You still have other legal rights as well as this guarantee. If you need more information on your legal rights you can visit your local Citizens Advice Bureau.

14. If any provision of these Promotional Terms is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

15. These Promotional Terms are governed by English law and are subject to the exclusive jurisdiction of the English courts, which both you and we submit to.