

This Contract sets out both our rights and responsibilities.

- **It is for Business Essentials Additional Connections (who are consumers) only and who take a Business Essentials tariff from us for their use.**
- If you are a Business Essentials main account holder or on a different business tariff please go to <http://www.o2.co.uk/termsandconditions/business> for a copy of your terms.
- If you are on a consumer tariff such as O2 Refresh please go to <http://www.o2.co.uk/termsandconditions/mobile> for a copy of your terms.

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1 THESE TERMS

- 1.1 **What these terms cover.** These are the Business Essentials terms and conditions on which we supply goods/products to you, whether these are goods (including your Device Plan), services (including your Airtime Plan) or any digital content from time to time. You'll have monthly bills/direct debits: one for your Device(s) and one for your minutes, texts, data and Digital Content (your airtime). You'll pay for your Device(s) over 24 months, on a 0% representative APR loan. If you want to pay less each month, you can make an upfront payment. Or you can pay for your phone or tablet in full, and only pay for your airtime.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Devices and Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or would like to discuss them before entering into your Contract, please contact us 0800 028 0202 to discuss.
- 1.3 **Pre-Contract Information.** Costs of delivery for the Devices and arrangement for delivery are set out in full on <http://www.o2.co.uk/business>.
- 1.4 **Cancellation Rights.** For most Devices bought online you have the right to change your mind within 14 days and receive a refund. Please see clause 13 for more information on your cancellation rights.
- 1.5 **Retail Price Index (RPI) Changes to Charges.** We will increase or decrease the monthly Airtime Plan Charges by the annual RPI Rate. We will publish the relevant RPI rate on our Website as soon as it becomes available (hereinafter referred to as an "RPI Change"). This rate is published on the Website in February each year and your bill will be adjusted by this amount each April.

If your airtime tariff is £21 a month when you sign up in September.
Year 1: On your first April bill you would see your airtime tariff increase to £21.63 a month (if RPI Rate announced in the Feb preceding the RPI Change was 3.0%) i.e. $£21 \times 1.030 = £21.63$; *and*
Year 2: On your next April bill you would see your airtime tariff increase to £22.21 a month (if RPI Rate announced in the Feb preceding the RPI Change was 2.7%), i.e. $£21.63 \times 1.027 = £22.21$.

- 1.6 **Your Minimum Period** Your Credit Agreement has a minimum term called the Minimum Period. The Minimum Period is the term of your Contract for the Services selected by you and on which your Charges are based. This runs from the day on which the Services are 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.

- 1.7 **The Services, Device and Digital Content – What to expect from us.** Our Services aren't available everywhere in the UK. You should check predicted Network coverage in your area on our Website. The Services are not fault free and speed and quality, for example, can be affected by things like the thickness of the walls of the building you're in, atmospheric conditions, technical issues with the Network and the number of people near you trying to access the Services at the same time. We will manage the Network in various ways. We use reasonable skill and care in providing you with the Services. Devices we supply will accord with the manufacturer's description and packaging but Digital Content (such as apps or software) preloaded on such Devices will often contain minor defects and such Digital Content should be judged against quality standards proportionate to the value of those items. Always keep your Digital Content up to date. You have the right to reject defective Devices within the periods of time set out in this Contract.
- 1.8 **What we expect of you.** We may end the Contract if: you don't pay any Charges that are due, enter any insolvency proceedings or if you're bankrupt. We can also end the Contract if we reasonably believe the Service is being used: fraudulently, illegally, in a way that harms our Network, contrary to our Fair Use Policy, or to cause annoyance (among other things). This policy is available at <http://www.o2.co.uk/termsandconditions/business/business-fair-usage-policy>

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Telefónica UK Limited a company registered in England and Wales. Our company registration number is 01743099 and our registered office is at 260 Bath Road, Slough, Berkshire, SL1 4DX. Our registered VAT number is GB 778 6037 85. We are authorised and regulated by the Financial Conduct Authority Firm Reference Number: 718822.
- 2.2 **References.** References to "us", "we", "our" and "O2" shall mean Telefónica UK Limited.
- 2.3 **How to contact us.** You can contact us by telephoning our customer service team at 0800 028 0202, by using our online chat service <http://www.o2.co.uk/business/contact-us> or by writing to us at Telefónica UK Limited, Correspondence Department, PO Box 202, Houghton Regis, LU6 9AG.
- 2.4 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.5 **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 OUR CONTRACT WITH YOU

- 3.1 **Device Plan and Airtime Plan.** Your Contract has two components: a Device Plan which covers the terms of purchase for your Device(s) and an Airtime Plan which covers your minutes, text and data services.
- 3.2 **Priority of documents.** This Contract is recorded in the following documents:
- 3.2.1 your Credit Agreement (the Device Plan);
 - 3.2.2 this Contract (the Airtime Plan);

- 3.2.3 our Privacy Policy as updated from time to time that sets out how we collect and use your personal information, which can be viewed at www.o2.co.uk/termsandconditions/privacy-policy
 - 3.2.4 our business tariff terms as updated from time to time;
 - 3.2.5 our Fair Usage Policy as updated from time to time;
 - 3.2.6 any terms for other promotions, offers and services we supply, For more information, please visit <http://www.o2.co.uk/termsandconditions/business>
- 3.3 **Placing your order.** You can place an order on <http://businessshop.o2.co.uk/O2BusinessShopLanding> a member of our team or one of our third party providers will contact you to discuss your order. Once we have discussed the key contract points with you we will send you a link to <http://www.o2.co.uk/business/myo2business> where you can complete the process and have the opportunity to carefully review the contract documents before confirming your agreement to be bound by the terms of this Contract and the terms of your Credit Agreement subject to our acceptance in accordance with clause 3.4 from the point the link is sent to you, you will have 72 hours to accept the contract via electronic signature.
- 3.4 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.5 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Device or initiate the Airtime Plan. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the Charges or description of the Device or because we are unable to meet a delivery deadline you have specified.
- 3.6 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.7 **We only sell to the UK.** Our brochure and marketing material is solely for the promotion of our Devices in the UK. Unfortunately, we do not accept orders from and/or deliver to addresses outside the UK.
- 3.8 **Delivery, acceptance, title and risk.** We will deliver the Device to the address specified on the completed order provided that address is within the United Kingdom. You shall be deemed to have accepted the Device when the Device has been delivered and signed for. Risk in the Device will pass to you when the Device is in your possession. You shall not be liable for any loss or damage to the Device to the extent that such loss or damage is caused by the negligence of us or our suppliers. Once you have received the Device and (if applicable) paid for it either online, on your first bill or via a Credit Agreement, ownership of the Device shall pass to you.
- 3.9 **Other Contracts – Credit Agreement.** If you agree to buy a Device(s) using a Credit Agreement, the terms for payment of the Device(s) will be as set out in the Credit Agreement. The terms of the Credit Agreement will take precedence in the event of any conflict between it and this Contract. If you terminate this Contract, we may take the actions set out in the Credit Agreement including requiring you to repay immediately the full outstanding amount for the

Device(s) covered by the Credit Agreement. Payment for any Device shall be inclusive of VAT.

4 OUR DEVICES

- 4.1 **Conformity with Contract.** We have a legal duty to you to supply the Device in conformity with this Contract.
- 4.2 **Devices may vary slightly from their pictures.** The images of the Devices on our Website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may be minor variations and we cannot guarantee that a Device's display of the colours accurately reflects the colour of the Devices. Your Device may vary slightly from those images.
- 4.3 **Device packaging may vary.** The packaging of the Device may vary from that shown in images on our Website.
- 4.4 **Devices are subject to a 0% APR Credit Agreement.** If you decide to take out a loan to pay for you Device(s) you will be asked to enter into a Credit Agreement called a "Fixed Sum Loan Agreement" which allows you to pay back the cost of the Device(s) you're buying over time (24 months).
- 4.5 Before you enter into the Credit Agreement you should consider the information considered in this that document and the pre contract information that you will see before you are asked to sign the Credit Agreement.
- 4.6 The Credit Agreement only applies to the Device(s) being purchased and cannot be used to pay the airtime or any other purchase.
- 4.7 **Warranties.** We warrant that the Device will conform in all material respects to the manufacturer's specification for a period of 12 months from the date on which the Device is delivered to you (a "**Warranty Period**").
- 4.8 We warrant that any Digital Content and/or Software will conform in all material respects to the manufacturer's specification for a period of three months from the date on which such Software is delivered to you (a "**Warranty Period**").
- 4.9 If, within the relevant Warranty Period, you notify us of any defect or fault in the Device, Digital Content and/ or Software arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's or licensor's specification we shall, at our option either:
- 4.9.1 repair the faulty Device, Digital Content and/ or Software; or,
- 4.9.2 replace the faulty Device, Digital Content and/or Software with the same or an equivalent item of equipment, digital content or software which may be a new or refurbished item.
- 4.10 In the event that the Device, Digital Content and/or Software which is provided to replace the Device, Digital Content and/or Software which has failed during its Warranty Period, the replacement Device, Digital Content and/or Software will be provided with its own Warranty Period which shall last for the longer of: a) three months from the date on which the replacement Device, Digital Content and/or Software is despatched to you; or b) the outstanding period of the original Warranty Period.
- 4.11 You will be responsible for returning the Device but we will provide a pre-paid envelope on request.

- 4.12 The warranty obligations set out in clause 4.9 of this Contract shall not apply in the event that a person has amended or damaged the Device, Digital Content and/or Software or used it for a purpose or in a context, other than in accordance with O2's or the manufacturer's instructions and advice.
- 4.13 **SIMS.** Where you are not already an O2 customer, we will supply to you with such number of SIM Cards as is necessary for you to receive the Services to be provided under the relevant order.
- 4.14 We shall:
- 4.14.1 provide to you such mobile numbers as are necessary for you to receive the Services; or
- 4.14.2 port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.
- 4.15 Nothing in this Contract shall be construed as to grant you any right in relation to the mobile numbers other than to receive the Services as described in this Contract.
- 4.16 You may serve on us a disconnection notice in respect of a SIM Card(s) at any time.
- 4.17 We will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Services.
- 4.18 Upon disconnection of a SIM Card, the full outstanding amount for the associated Device covered by the Credit Agreement shall become due for immediate payment.
- 4.19 If you have more than one Device on a Credit Agreement, you may disconnect all but one of the SIM Cards, without the outstanding balance of the Credit Agreement becoming due for immediate payment, provided that you continue to make your regular monthly payments in respect of the Credit Agreement. As soon as you serve a disconnection notice in respect of the last SIM Card under the Credit Agreement, the full outstanding amount for the associated Device(s) covered by the Credit Agreement shall become due for immediate payment.
- 4.20 For the avoidance of doubt, nothing in this clause 4 affects your statutory rights.

5 OUR SERVICES

- 5.1 **Our Services.** In consideration of you paying the Charges and fulfilling all of your commitments as set out in this Contract and the Credit Agreement, we shall supply the Services and Device as applicable.
- 5.2 We shall supply those Services for the relevant Minimum Period and until terminated by either party in accordance with the provisions of this Contract.
- 5.3 We will supply the Services with the reasonable skill and care of a competent telecommunications service provider.
- 5.4 We do not guarantee that the Services will be continuously available and/or fault-free. You acknowledge that faults may occur from time to time.
- 5.5 We will use our reasonable endeavours to provide the Services subject to technical and commercial feasibility. You acknowledge that provision of the Services is subject to the geographic extent of Network coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Services in any particular location that may, from time to time, adversely affect the provision of the Services in terms of availability, line clarity and call interference.

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- 5.6 We shall be entitled to change the way we provide a Service, provided that any change to the way we provide such Service does not materially impact our ability to provide the Service to you.
- 5.7 We shall use reasonable endeavours to provide the Services and/or Devices within any time periods and/or by any date indicated to you, but all time periods and dates are estimates and (except where explicitly stated) we shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.
- 5.8 **Additional services.** You may request new services on the terms set out on our website or made available to you by us by placing a new service order under this Contract. We shall be entitled to accept or reject a new service order. Once a new service order is accepted by us:
- 5.8.1 the new Service Schedule shall be deemed added to the Contract; and
- 5.8.2 we shall supply to you the Services requested in that new service order on the terms and conditions of this Contract and any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by you for the purpose of placing orders shall be ineffective.
- 5.9 **Insurance.** If you have purchased the O2 Insure Premier, Standard or any other applicable O2 Insure product and make a claim under the policy for theft of the Device, which is approved by the insurer or an agent of the insurer, ('**the Insurer**') we will reimburse you against the cost of unauthorised calls made on the Device up to the following limits:
- 5.9.1 Premier policy - up to £3,000 per Device;
- 5.9.2 Standard policy - up to £1,000 per Device;
- 5.9.3 other applicable O2 Insure policy - up to the amount we notify you in connection with that Device.
- 5.10 In each case these figures include any taxes and network or service provider charges.
- 5.11 In return:
- 5.11.1 You agree to provide the Insurer with an itemised account from its network or service provider clearly showing the unauthorised calls made and their value within 2 months of your discovery of the theft of the Device;
- 5.11.2 You agree to notify the Insurer of the theft of the Device as required by the terms of the Premier, Standard or any other applicable O2 Insure policy (as the case may be) in force at the time of the theft and you agree to notify us of the theft of the Device at the same time you notify the Insurer under the Premier, Standard or other applicable O2 Insure policy; and
- 5.11.3 You agree that the same exclusions set out in the Premier, Standard or any other applicable O2 Insure policy (as the case may be) in force at the time of the theft apply, and where they do we will not reimburse you for the cost of the unauthorised calls.

6 YOUR OBLIGATIONS TO US

- 6.1 You shall and shall procure that anyone having access to the Services, shall:
- 6.1.1 comply with any reasonable instructions (including health and safety, security, use of Network and fair usage policies) from us relating to the use of the Services, Devices, Digital Content or Software;

- 6.1.2 not use the Services, Devices and Digital Content in a manner which damages the reputation of O2 or O2's suppliers, is inconsistent with a reasonable customer's good faith use of the Services, Devices and Digital Content (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services, Devices and Digital Content to other customers;
- 6.1.3 not use the Services, Devices and Digital Content fraudulently or in connection with a criminal offence;
- 6.1.4 not use the Services, Devices and Digital Content in a way that contravenes any third party's rights or any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
- 6.1.5 hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and Devices and Digital Content; and
- 6.1.6 comply with all applicable laws and regulatory provisions.
- 6.2 You agree that you are procuring the Services solely for your Additional Connections use and that you will not re-sell or otherwise act as any form of distributor in respect of the Services.
- 6.3 You shall provide us with any and all information and/or assistance that we may require in order to perform the Services. You shall ensure the information is complete and accurate. We shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of your failure to provide us with the required information and/or assistance. You shall reimburse us for any administrative charges that we incur as a result of information that we receive in accordance with this clause 6.3 that is incomplete or inaccurate.
- 6.4 You shall notify us immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services.
- 6.5 You agree and acknowledge that we and/or a supplier of O2 may monitor and record calls or other communications including in relation to our customer services.
- 6.6 You shall take all reasonable steps to ensure that you and the Additional Connections (or anyone else having access to the Services) will:
 - 6.6.1 not use the Services in any way to generate Artificially Inflated Traffic; and
 - 6.6.2 not, without the prior written consent of O2 which may be withheld at O2's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway;
 - 6.6.3 not make nuisance calls or use the Services to spam or to send unsolicited advertising or promotional material;
 - 6.6.4 comply with O2's reasonable instructions relating to health, safety, security and use of the Network; and
 - 6.6.5 comply with any applicable fair use policy that O2 may issue from time to time.
- 6.7 You agree not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.
- 6.8 You agree that in respect of SMS and MMS, O2 is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to your SIM Cards, which do not originate from O2.

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- 6.9 You shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under this Contract to another tariff except where O2 at O2's absolute discretion agrees to do so and confirms such a change in writing to you.
- 6.10 We can at our discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Services if we have reasonable cause to suspect fraudulent use of the SIM Card or relevant Device, or either are identified as being stolen. You shall remain liable for all Charges levied in accordance with this Contract during any period of suspension.
- 6.11 You acknowledge that some of the Services enable access to the Internet and that use of the Internet is solely at your own risk and subject to all applicable laws. We have no responsibility for any information, software, services, goods or other materials obtained by you using the Internet.
- 6.12 You warrant to us that you will take all reasonable steps (including testing with up-to-date commercially available virus detection software) to ensure that any Digital Content and/or Software used with or in connection with the Services that is not provided by us under this Contract is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.
- 6.13 If you are a body corporate, you shall notify us immediately if there is a Change of Control. You shall also promptly notify us of any changes to your directors or partners or principal place of business.

7 CREDIT CHECKS AND FRAUD PREVENTION

- 7.1 Our acceptance of your application for Device(s) and Services, may be subject to us checking the following records about you, your financial associate(s) and your business partners:
- 7.1.1 O2's own records;
 - 7.1.2 business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders;
 - 7.1.3 records held by fraud prevention agencies ("FPAs"); and
 - 7.1.4 if you are a director, we may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 7.2 You agree that we can search records at CRAs and FPAs and that we can keep a record of such searches.
- 7.3 We may also make checks such as assessing your application for the Device(s) and Services and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your O2 account.
- 7.4 More specifically, before you enter into a Credit Agreement, we is required by law to conduct a creditworthiness assessment on you. For these purposes, we will search your record with a CRA and possibly records of those with whom you are linked to financially.
- 7.5 CRAs who will supply us with information in order for us to make its assessment. Information held about you by CRAs may already be linked to records relating to one or more other individuals or entities and you may be treated as financially linked, which means that your credit application will be assessed with reference to any associated records. The CRA will

record details of the search and this could impact your ability to obtain credit elsewhere within a short period of time. We may use credit scoring or other automated decision-making systems when assessing your application for credit under the Credit Agreement.

- 7.6 We will add to your record with the relevant CRA details of the Credit Agreement and the payments made under it. We will also send information on your applications, O2 account and how you manage your account to CRAs which may record such information, including information on your business and its proprietors. The CRAs may create a record of your name and address and your proprietors if there is not one already.
- 7.7 Please be aware that we can give CRAs default information about your debts if you have fallen behind with your payments, the amount owed is not disputed by you and you have not made a proposal that satisfies us for repaying the debt following our formal demand. Information provided by us regarding you and/or those financially linked to you may be supplied to other organisations by CRAs and FPAs and may be used for debt tracing and/or the prevention of money laundering and/or terrorist financing.
- 7.8 If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 7.9 O2 and other organisations may access and use from other countries the information recorded by FPAs.
- 7.10 Your data may also be used for other purposes for which you have given your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998. To read the full details of how data may be used please see clause 18.2 and our Website.
- 7.11 You can contact the CRAs currently operating in the UK, including CallCredit (Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414); Equifax PLC, (Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US; 0870 010 0583; www.myequifax.co.uk); and Experian (Consumer Help Service, PO Box 8000, Nottingham NG80 7WF; 0844 4818000; www.experian.co.uk). The information they hold may not be the same. They will charge a small statutory fee for access to their records. Details of the relevant fraud prevention agencies are available from us on request <http://www.o2.co.uk/business/contact-us>

8 CHARGES AND PAYMENT

- 8.1 **Charges.** The Charges for Services and Devices are available subject to you fulfilling all of your commitments as set out in this Contract and the Credit Agreement, including but not limited to paying the Charges in accordance with this Contract and the Credit Agreement.
- 8.2 You shall pay the Charges for:
- 8.2.1 the Services (whether or not the Service is used by you or your Additional Connection);
 - 8.2.2 where applicable, the Device(s)
 - 8.2.3 any Digital Content; and
 - 8.2.4 any other products or services agreed between the parties from time to time,
 - 8.2.5 delivery charges may apply.

- 8.3 Usage based Charges shall be based upon data recorded by or on behalf of O2. Unless otherwise notified to you or as stated on our Website, the following apply to UK domestic calls:
- 8.3.1 call prices are quoted by the minute;
 - 8.3.2 the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
 - 8.3.3 each call shall be charged including VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on your invoice;
 - 8.3.4 peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call Charges apply from midnight on Friday to midnight on Sunday and off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and
 - 8.3.5 all calls are subject to a minimum Charge as set out on our Website.
 - 8.3.6 Full details of international and roaming call Charges (including rounding policies) are available at <http://www.o2.co.uk/business/products/international-business>
- 8.4 Except where specifically stated otherwise in this Contract, the Charges are inclusive of VAT which will be charged at the prevailing rate.
- 8.5 You acknowledge that roaming calls may take longer to be billed than other types of calls.
- 8.6 We may monitor your usage of the Services for the purpose of controlling our credit risk and your exposure to fraudulent usage. You will be liable for any Charges incurred as a result of unauthorised use of the Services (including any SIM Card) until we have received a request from you to suspend the provision of the Services.
- 8.7 O2 will increase or decrease monthly subscription charges by the RPI Rate. O2 will publish the relevant RPI Rate on our Website as soon as it becomes available (hereinafter referred to as an "RPI Change").
- 8.8 **VAT.** All Charges include value added tax (VAT).
- 8.9 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Device, we will adjust the rate of VAT that you pay, unless you have already paid for the Device in full before the change in the rate of VAT takes effect.
- 8.10 **What happens if we got the Charges wrong.** It is always possible that, despite our best efforts, some of the Devices we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Device's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Device's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Device(s) provided to you.
- 8.11 **When you must pay and how you must pay.** We only accept payment for your Device and Airtime Plans via Direct Debit. Upfront Device costs and other costs can be made via all major debit and credit cards however we do not accept American Express.
- 8.12 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a

daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 8.13 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will attempt to resolve the issue.
- 8.14 Prior to our acceptance of your order for Services and/or following any credit check, we reserve the right to set a credit limit on the Charges that can be accrued under this Contract and we can review any such credit limit at any time. For the avoidance of doubt, this does not apply to the Credit Agreement.
- 8.15 We may require from you a deposit as security for payment of Charges (excluding those arising in respect to the Credit Agreement). You may request the return of any deposit paid at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Contract will be at our discretion. For the avoidance of doubt, such a deposit will not be applied against any Charges relating to the Credit Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Title to, and all intellectual property rights in the Digital Content and/or Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Digital Content and/or Software, or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Contract relating to your use of that Digital Content and/or Software, or associated documents and all parts thereof.
- 9.2 Unless otherwise specified in this Contract, all intellectual property developed in the provision of any Service will vest in O2 or our licensors. We may use know-how acquired, principles learned or developed or experience gained during the performance of any Service, to perform work for other customers.
- 9.3 All information or materials exchanged between us and you in connection with the Contract, together with the copyright therein, will remain the property of O2, O2's suppliers or you as applicable and will be returned to the owning party on termination of the Contract, if requested by such party.
- 9.4 We grant to you a non-exclusive, non-transferable licence to use, in object code form, any Digital Content and/or Software and the Device provided by us or our suppliers solely in the United Kingdom in connection with the proper use of the Services. You undertake not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Digital Content and/or Software (or any part of the Software), unless expressly permitted to do so by us or by relevant law. This licence will terminate on the termination of this Contract (or any relevant part of this Contract).
- 9.5 We grant to you a non-exclusive, non-transferable royalty free licence for the term of this Contract (in whole or in relation to a particular Service(s)) to use any information or materials provided by us to you under this Contract to the extent necessary for you to receive the benefit of the Service(s). You must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by us or relevant law.

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- 9.6 In the event that you are subject to a claim by a Third Party in respect of any alleged infringement of any trade mark, patent, registered design or copyright arising from its normal use or possession of the Device, Digital Content and/or Software, information or materials provided by us then we will indemnify you in relation to sums awarded or paid in settlement for such claim provided that you promptly notify us of such claim, make no admission in respect of such claim, you seek to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows us or our licensor to conduct all negotiations and proceedings (providing us or our licensor with all reasonable assistance) and allows us at our own discretion and expense to modify or replace the Device, Digital Content and/or Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by your own breach of the terms of this Contract or the operation or use of the, Device, Digital Content and/or Software, information or materials in conjunction with other equipment and software or services not supplied by us pursuant to this Contract in which event you shall indemnify us in respect of any claims, proceedings and expenses arising from any such infringement by you.
- 9.7 You will not be entitled to and agree not to:
- 9.7.1 use in the course of trade or otherwise in relation to any Device(s) or Services any registered or unregistered trade mark, logotype or abbreviation of the name of O2 (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those Device(s) or Services and O2 (or any of its suppliers) or any part thereof;
- 9.7.2 register or attempt to register as a trade mark anything referred to in clause 9.7.1 of this Contract; and/or
- 9.7.3 authorise any Third Party to do anything referred to in clause 9.7.1 of this Contract.
- 9.8 You will procure that your Additional Connections comply with this clause 9.
- 9.9 You agree not to infringe any copyright, or registered or unregistered trade mark rights belonging to any third party in respect of any Device, Digital Content and/or Software.

End User Licensed Software

- 9.10 You recognise that the Services may be dependent upon end-user licensed software (e.g. click-through licences) and if you do not accept the licence terms relating to any end-user licensed Software, we shall have no liability whatsoever for any failure to provide the Services to you where the Services depend on the use of end-user licensed software.
- 9.11 Where you accept the terms of a licence in respect of any end-user licensed software, then those licence terms shall take precedence over any terms within this Contract relating to end-user licensed software and shall exclusively comprise your sole rights and remedies in respect of such end-user licensed software.
- 9.12 You shall accept and comply with all licence terms required from time to time by any third party provider of any Digital Content, Software or materials as agreed between the relevant third party and us.

10 YOUR RIGHTS TO MAKE CHANGES

- 10.1 If you wish to make a change to the Device you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the Charge of the Device, the timing of supply or anything else which would be necessary as

a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 13, Your rights to end the contract).

11 OUR RIGHTS TO MAKE CHANGES

11.1 Minor changes to the Devices and Services. We may change the Device and Services provided:

11.1.1 to reflect changes in relevant laws and regulatory requirements and;

11.1.2 to implement minor technical adjustments and improvements, for example to address a security threat.

11.2 Updates to digital content. We may update or require you to update Digital Content, provided that the Digital Content shall always match the description of it that we provided to you before you bought it.

12 PROVIDING THE DEVICES AND SERVICES

12.1 Delivery costs. The costs of delivery will be as set out on our Website and notified to you before you place your order.

12.2 When we will provide the Devices. During the order process we will let you know when we will provide the Devices to you.

12.2.1 If the Devices are goods. If the Devices are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

12.2.2 If the product is a one-off purchase of Digital Content. We will make the Digital Content available for download by you as soon as we accept your order and we receive cleared payment.

12.2.3 If the purchase is ongoing Services or a subscription to receive goods or Digital Content. We will supply the Services, Devices or Digital Content to you until either the Services are completed or the subscription/ Minimum Period expires (if applicable) or you end the Contract as described in clause 13 or we end the Contract by written notice to you as described in clause 15.

12.3 We are not responsible for delays outside our control. If our supply of the Devices is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Devices you have paid for but not received.

12.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the Devices cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.

12.5 If you do not re-arrange delivery. If after a failed delivery to you, you do not re-arrange delivery or we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 15.2 will apply.

- 12.6 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- 12.6.1 we have refused to deliver the goods;
 - 12.6.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 12.6.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 12.7 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *clause 12.6*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 12.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *clause 12.6* or *clause 12.7*, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you must post them back to us. We will pay the costs of postage or collection. Please call customer services on 0800 028 0202 or contact us at <http://www.o2.co.uk/business/contact-us> for a return label.
- 12.9 **When you become responsible for the goods.** A Device which is goods will be your responsibility from the time we deliver the product to the address you gave us.
- 12.10 **When you own goods.** You own a Device which is goods once we have received payment in full subject to the Credit Agreement.
- 12.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Devices to you. If so, this will have been notified to you when you place your order. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and *clause 15.2* will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Devices late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 12.12 **Reasons we may suspend the supply of Device(s) and / or Services to you.** We may have to suspend the supply of a Device and/ Services to:
- 12.12.1 deal with technical problems or make minor technical changes;
 - 12.12.2 update the Device to reflect changes in relevant laws and regulatory requirements;
 - 12.12.3 make changes to the Device as requested by you or notified by us to you (see *clause 11*).
- 12.13 We may, from time to time, upon reasonable notice where practicable, suspend the Services during any modification or maintenance of the Network and, unless specifically agreed with you, we shall have no liability in relation to such suspension.
- 12.14 We may, from time to time and without notice or liability to you, suspend the Services during any technical failure of the Network because of an emergency or upon instruction by emergency

services or any government or appropriate authority or for your own security.

- 12.15 We shall use reasonable endeavours to restore the Services suspended as soon as reasonably practicable.
- 12.16 **Your rights if we suspend the supply of Services.** We will endeavour to contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency.
- 12.17 **We may also suspend supply of the Devices and/or Services if you do not pay.** If you do not pay us for the Services and/or Devices when you are supposed to (see clause 8.11) and you still do not make payment within the timescale stated on our correspondence reminding you that payment is due, we may suspend supply of the Services and/or Devices until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services and/or Devices. We will not suspend the supply of the Services and/or Devices where you dispute the unpaid invoice (see clause 8.13). We will charge you for the Services and/or Devices during the period for which they are suspended. As well as suspending the supply of Devices and/or Services we can also charge you interest on your overdue payments (see clause 8.12).

13 YOUR RIGHTS TO END THE CONTRACT

- 13.1 **You can always end your Contract with us.** Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:
- 13.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the Contract (or to get the Device repaired or replaced or a service re-performed or to get some or all of your money back), see *clause 16*;
- 13.1.2 If you want to end the Contract because of something we have done or have told you we are going to do, see *clause 13.2*;
- 13.1.3 If you have just changed your mind about the Device, see *clause 13.3*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of the Device;
- 13.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see *clause 14*.
- 13.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 13.2.1 to 13.2.3 below the Contract will end immediately and we will refund you in full for any Devices which have not been provided and you may also be entitled to compensation. The reasons are:
- 13.2.1 we have told you about an error in the price or description of the Device or Services you have ordered and you do not wish to proceed;
- 13.2.2 there is a risk that supply of the Devices may be significantly delayed because of events outside our control;
- 13.2.3 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see *clause 12.6*)).
- 13.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most Devices bought off-premises you have a legal right to change your mind within 14 days

and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in this Contract at clause 14.

13.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

13.4.1 Digital Content after you have started to download or stream these;

13.4.2 services, once these have been completed, even if the cancellation period is still running;

13.4.3 Devices sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

13.4.4 sealed audio or sealed video recordings or sealed computer software, once these Devices are unsealed after you receive them; and

13.4.5 any Devices which become mixed inseparably with other items after their delivery.

13.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

13.5.1 **Have you bought Services (for example, your Airtime Plan)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

13.5.2 **Have you bought Digital Content for download or streaming (for example a mobile phone app)?** if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the Digital Content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

13.5.3 **Have you bought goods (for example, your Device)?**, if so you have 14 days after the day you (or someone you nominate) receives the Device, **unless:**

Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

14 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

14.1 You have a legal right to change your mind regarding a Device within 14 days and receive a refund. After 14 days ("Cooling – off Period") you still have a legal right to reject any Device that is unsatisfactory quality, unfit for purpose or not as described and get a refund. This right is limited to 30 days from the date you receive your Device.

14.2 This right to a refund doesn't apply to Digital Content that you buy as downloads.

14.3 Digital Content will be repaired or replaced if it develops a fault or we may offer you a price reduction.

14.4 **Tell us you want to end the Contract.** To end the Contract with us, please let us know by doing one of the following:

14.4.1 **Phone or Online.** Call customer services on 0800 028 0202 or contact us at <http://www.o2.co.uk/business/contact-us>. Please provide your name, home address, details of the order and, where available, your phone number and email address.

- 14.4.2 **By post.** write to us at Telefónica UK Limited, Correspondence Department, PO Box 202, Houghton Regis, LU6 9AG including details of what you bought, when you ordered or received it and your name and address.
- 14.5 **Returning Devices after ending the contract.** If you end the contract for any reason after Devices have been dispatched to you or you have received them, you must return them to us. You must post them back to us. Please call customer services on 0800 028 0202 or contact us at <http://www.o2.co.uk/business/contact-us> for a return label. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the Contract.
- 14.6 **How we will refund you.** We will refund you the price you paid for the Devices including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 14.7 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- 14.7.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 14.7.2 With regards to Services, we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 14.8 **When your refund will be made.** We will make any refunds due to you as soon as possible. However if you are exercising your right to change your mind then your refund will be made within 14 days of us receiving your Device.

15 OUR RIGHTS TO END THE CONTRACT

- 15.1 **We may end the contract if you break it.** We may end the Contract at any time by writing to you if:
- 15.1.1 you do not make any payment to us when it is due and you still do not make payment within the timescales stated on our correspondence to you reminding you that payment is due;
- 15.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services and/or Devices, for example, your address, background information for your credit check;
- 15.1.3 you do not, within a reasonable time, allow us to deliver the Devices to you or collect them from us.
- 15.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 15.1 we will refund any money you have paid in advance for Devices we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

15.3 **We may withdraw the Device or Services.** We may write to you to let you know that we are going to stop providing the Device and/or Services. We will let you know in advance of our stopping the supply of the Device and/or Services and will refund any sums you have paid in advance for Devices and/or Services which will not be provided.

16 IF THERE IS A PROBLEM WITH THE DEVICE

16.1 **How to tell us about problems.** If you have any questions or complaints about the Services and/or the Device, please contact us. You can telephone our customer service team at 0800 028 0202 or contact us at <http://www.o2.co.uk/how-to-complain>.

16.2 **Summary of your legal rights.** We are under a legal duty to supply Devices that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Device. Nothing in this Contract will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your purchase is **goods**, for example **mobile phone** or **tablet**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your Device your legal rights entitle you to the following:

- **up to 30 days:** if your item is faulty, then you can get a refund.
- **up to six months:** if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- **up to six years:** if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your purchase is **digital content**, for example a **mobile phone app**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back.
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Your Airtime Plan are considered **services**, for example **minutes, text allowance and data allowance**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and

skill, or get some money back if we can't fix it.

- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

16.3 **Your obligation to return rejected Devices.** If you wish to exercise your legal rights to reject Devices you must post them back to us. We will pay the costs of postage. Please call customer services on 0800 028 0202 for a return label.

17 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

17.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Devices as summarised at clause 16.2 and for defective Devices under the Consumer Protection Act 1987.

17.3 **When we are liable for damage caused by digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

17.4 **We are not liable for business losses.** We will have no liability to Additional Connections for any loss of profit, loss of business, business interruption, or loss of business opportunity linked to the Additional Connections use of the Services and/or Devices.

17.5 We shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by us as subcontractors or assignees in respect of the performance of our obligations under this Contract.

17.6 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).

17.7 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.

17.8 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.

18 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 18.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 18.1.1 to supply the Devices and Services to you;
 - 18.1.2 to process your payment for the Devices and Services; and
 - 18.1.3 if you agreed to this during the order process, to give you information about similar goods and services that we provide, but you may stop receiving this at any time by contacting us on 0800 028 0202 or <http://www.o2.co.uk/business/contact-us>
- 18.2 **What will we do with your personal information.** We intend to process your personal information for the purpose of supplying you with Devices and Services. 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 Contract is ongoing.
- 18.3 Information held about you by credit reference agencies may be linked to records relating to your Financial Associate(s) (as defined below). 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 use, assess, analyse and disclose, in the UK and abroad, information about you, your use of the Service(s) 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 Device 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 our Network; 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 Device 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 <http://www.o2.co.uk/business/contact-us>. 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 <http://www.o2.co.uk/business/contact-us>. 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 and Cookies Policy on our Website.
- 18.6 Some Services or Additional Services provided by third parties may require the disclosure of information about the location of your Device. If you do not wish this to be disclosed please contact 1300 from your Device. You may be able to adjust settings on your Device to prevent certain location-based services. Please note we may pass information about the location of your Device to emergency services.
- 18.7 If you take an insurance policy from or through us, we'll exchange information about you and your account relating to that policy with the underwriters of the policy with the administrators of the policy and with any relevant insurance intermediaries (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, premiums, 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.
- 18.8 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the Devices we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 18.9 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

19 OTHER IMPORTANT TERMS

- 19.1 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under this Contract to another organisation. We will contact you to let you know if we plan to do this.
- 19.2 **Nobody else has any rights under this Contract (except someone you pass your guarantee on to).** This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 19.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to this Contract. You are solely responsible for all debts and liability pursuant to this Contract.
- 19.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses in this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this Contract, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services and/or Devices, we can still require you to make the payment at a later date.
- 19.5 **Anti-Bribery.** Both parties agree and undertake to the other that in connection with this Contract and the transactions contemplated by this Contract, they will each respectively comply with all applicable laws, rules, regulations of the United Kingdom relating to anti-bribery and anti-money laundering. In the event that either party (as applicable) (the “**Enquirer**”) has any basis for a good faith belief that the other party may not be in compliance with the undertakings and/or requirements set out in this clause 19.5, the Enquirer shall advise the other party in writing and the other party shall co-operate fully with any and all enquiries undertaken by or on behalf of the Enquirer in connection therewith, including by making available the other party’s relevant personnel and supporting documents if reasonably deemed necessary by the Enquirer. Any breach by a party of this clause 19.5 shall be deemed to be a material breach of this Agreement not capable of remedy.
- 19.6 **Which laws apply to this contract and where you may bring legal proceedings.** This Contract is governed by English law and you can bring legal proceedings in respect of the Devices in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Devices in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Devices in either the Northern Irish or the English courts.
- 19.7 **Complaints.** If you want to complain about our Service, contact customer services at <http://www.o2.co.uk/how-to-complain>. 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 Ombudsman Services: Communications. You can find their details at <http://www.ombudsman-services.org/communications>. They offer a free, independent service, but will only deal with your complaint if it’s still unresolved after 8 weeks or there is a deadlock situation.

19.8 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the European Online Dispute Resolution site they will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. The European Online Dispute Resolution site ec.europa.eu/consumers/odr/ allows consumers to submit disputes relating to online purchases with us. You can check our Website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions.

SCHEDULE 1 MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To **Telefónica UK Limited** a company registered in England and Wales (company registration number 01743099) and registered office at 260 Bath Road, Slough, Berkshire, SL1 4DX.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

SCHEDULE 2 DEFINITIONS

1. In this Contract:

“Additional Connections” means the consumer connections which you add to your O2 account;

“Airtime Plan” means the Charges related to the cost of your data, texts and minutes;

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

"Charges" means all the charges associated with Service(s) described in this Contract, Credit Agreement, our Tariff Terms, on our Website and in any marketing material, including monthly subscription charges, Out-of-Bundle Charges, additional services charges and charges under a Device Plan;

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

"Contract" means this agreement 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;

“Credit Agreement or “Device Plan” means a fixed sum loan agreement/credit agreement regulated by the Consumer Credit Act 1974 which specifies the terms under which you pay in instalments for your Device;

"Device" means the mobile phone, laptop computer, netbook, tablet, wearable device or any goods we supply to you under the Device Plan;

“Digital Content” means Device applications (“apps”) and Software whether supplied in tangible or non-tangible medium;

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

"Gateway" means a device(s) containing one or more SIM Cards for one or more mobile networks and which enable(s) communications to mobile networks, landlines or to generate SMS texts;

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

“Internet” means the global data network comprising interconnected networks using the TCP/IP protocol suite;

"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;

"Network" means the mobile telecommunication system and wifi network run by us;

"Out-of-Bundle Charges" means Charges you will incur for our Services when you exceed the inclusive allowances you pay for as part of your Charges (i.e. standard mainland UK calls, texts and data in excess of your inclusive tariff allowance) and not including Additional Services;

"RPI Change" means an increase or a decrease as described in clause 8.7;

"RPI Rate" means the "RPI Percentage change over 12 months: monthly rate" announced by the Office for National Statistics announced in the February preceding an RPI Change;

"Service(s)" means any service that we provide to you under this Contract. 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;

"Software" means any software excluding End user Licensed Software supplied by us to you under this Contract;

"Tariff Terms" means the business tariff terms as updated by O2 from time to time;

"We", "us", "our" or "O2" means Telefónica 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. Authorised and regulated by the Financial Conduct Authority Firm Reference Number: 718822; and

"Website" means our website at o2.co.uk;

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