
MOBILE TERMS

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

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

1 MOBILE SERVICE STANDARDS

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

2 SIMS CARDS AND NUMBERS

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

3 CHARGES

- 3.1 Unless otherwise notified to the Customer by O2 or as stated on O2's website, the following apply to UK domestic calls:
- a) call prices are quoted by the minute;
 - b) the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
 - c) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice;
 - d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call Charges apply from midnight on Friday to midnight on Sunday and off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and
 - e) all calls are subject to a minimum Charge.
- Full details of international and roaming call Charges (including rounding policies) are available at www.o2.co.uk.
- 3.2 Any VAT chargeable in accordance with clause 3.1 above shall be charged by O2 to the Customer and payable by the Customer upon receipt of a valid VAT invoice.
- 3.3 The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 3.4 O2 may monitor the Customer's usage of the Mobile Services for the purpose of controlling O2's credit risk and the Customer's exposure to fraudulent usage.
- 3.5 The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until O2 has received a request from the Customer to suspend the provision of such Mobile Services.

4 DISCONNECTION OF SIM CARDS

- 4.1 The Customer may serve on O2 a disconnection notice in respect of a SIM Card(s) at any time.
- 4.2 O2 will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.
- 4.3 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.
- 4.4 If the Customer has more than one Device on a Credit Agreement, the Customer may disconnect all but one of the SIM Cards, without the outstanding balance of the Credit Agreement becoming due for immediate payment, provided that the Customer continues to make their regular monthly payments in respect of the Credit Agreement. As soon as the Customer serves 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.

5 OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer shall notify O2 immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card and shall remain liable for any Charges incurred in respect of and any information contained within that SIM card up until the point at which it notifies O2.
- 5.2 The Customer shall, and shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will:
 - a) not use the Mobile Services in any way to generate AIT; and
 - b) not, without the prior written consent of O2 which may be withheld at O2's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway;
 - c) not make nuisance calls or use the Services to spam or to send unsolicited advertising or promotional material;
 - d) comply with O2's reasonable instructions relating to health, safety, security and use of the Network; and
 - e) comply with any applicable fair use policy that O2 may issue from time to time.
- 5.3 The Customer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.
- 5.4 The Customer agrees that in respect of SMS and MMS, O2 is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which do not originate from O2.
- 5.5 The Customer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under this Agreement to another tariff except where O2 at O2's absolute discretion agrees to do so and confirms such a change in writing to the Customer.
- 5.6 O2 can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if O2 has reasonable cause to suspect fraudulent use of the SIM Card or relevant Mobile Equipment, or either are identified as being stolen. The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension.

6 VALUE ADDED SERVICES

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

7 CUSTOMER EQUIPMENT

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