

Standard Pay & Go airtime terms and conditions for iPhone- July 2008

By using the Service you will be deemed to have accepted these terms and conditions. Please note these terms and conditions are updated from time to time. Changes will be posted on our website at www.o2.co.uk/terms. Please check these regularly as continuing to use the Service after changes have been posted on our website will mean that you agree to these terms as amended.

1. Explanation of Certain Words

1.1 In these Terms and conditions:

'Account' means the account which records details of the amount of credits you have, from time to time;

'AIT' means Artificially Inflated Traffic and occurs where the flow of calls to any particular revenue share service is, as a result of any activity on or on behalf of the party operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the Network;

'Charges' means all the charges associated with the Service described in the Price List;

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

'GSM Gateway' means a device (not designed or adapted to be capable of being used whilst in motion) for wireless telegraphy designed or adapted to be connected by wireless telegraphy to the Network or the cellular telecommunications system of another network operator and used solely for the purpose of sending or receiving messages conveyed by means of the Network or the cellular telecommunications system of another network operator;

'Mobile Phone' means your iPhone which incorporates a SIM Card used by you to receive the Services;

'Network' means the cellular telecommunication system run by us;

'O2 Web Services' means services provided from our Website www.o2.co.uk and any additional websites linked from our Website.

'Price List' means our periodically updated list of Charges for the provision of the Service to customers;

'Registration' means our acceptance of your application to register with us for the Service once you purchase call time from us and 'Register' has a corresponding meaning;

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

'Service' means any or all (as the case may be) of the following services: airtime service enabling you to make or receive calls and to send and receive data by means of the Network, the ability to send and receive email via the Internet, the ability to access Content and information from the Internet and any additional services we agree to provide to you;

'SIM Card' means the card or other device bearing a unique telephone number programmed to allow a Mobile Phone to access the Service;

'Terms and conditions' means these terms and conditions and our current Price List;

'User Guide(s)' means any guides or documentation supplied with your Mobile Phone/SIM card either by us or by the manufacturer of your Mobile Phone, which explain to you how the Service works, how to purchase call time and/or how to use your Mobile Phone;

'Using the Service' means when your Account is first activated or when the Mobile Phone or SIM card is received by you, if later;

'Voucher' means a call time voucher of the type described in your User Guide(s) which represents call time;

'WAP Services' means services provided via Wireless Application Protocol (a secure specification that allows users to access Content via handheld devices such as a Mobile Phone);

'We', 'us' and 'our' means Telefónica O2 UK Limited of 260 Bath Road, Slough SL1 4DX; Registered in England under No. 1743099;

'You' means the customer to whom the terms and conditions apply, and it includes a person who we reasonably believe is acting with your authority.

1.2 The Price List contains explanations, definitions, notes and conditions which form part of these terms and conditions. A copy of the Charges is available when you purchase your Mobile Phone and will be included in your welcome information or may be obtained by visiting our website www.o2.co.uk.

1.3 All services, offers and promotions are subject to additional terms and conditions advertised in our marketing literature and on our website www.o2.co.uk. Please check our site regularly as these terms are updated from time to time.

1.4 Use of WAP Services and O2 Web Services are subject to our WAP and Web Services terms and conditions respectively, available to view on our Website. Please check our Website regularly as these terms are updated from time to time.

2. Provision of Service

2.1 The Service is not available in all parts of the United Kingdom, nor in all other countries and may be restricted to certain areas within those countries where access to the Service is possible. If you use your Mobile Phone abroad, you will be charged for incoming calls and may be charged significant amounts for data usage provided by a foreign network operator. You may be charged to receive certain premium rated text messaging services.

2.2 We may using reasonable skill and care exercise our discretion to refuse to provide any part of the Service to you (and this may involve barring certain numbers from the Service on a temporary or permanent basis, in circumstances where it is necessary for us to do so). Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control and you will be entitled to the quality of Service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care.

2.3 We will do our best to provide Service to you and any additional services requested by you (such as roaming) or if you instruct us to change your Service (e.g. to bar calls) by any date we have agreed with you but our ability to do so may be affected by circumstances beyond our control and we will not be liable to you if this is the case.

2.4 Our Network may from time to time require upgrading, modification, maintenance or other work which may result in partial or complete non-availability of the Service.

2.5 Until such time as you Register with us, but limited to a period of 3 months from the date you purchase your Mobile Phone, you may use your Mobile Phone to make emergency calls or calls to us to purchase call time.

2.6 We or our agents may record or monitor telephone calls between you and us (or our agents) for training, quality control and our lawful business purposes.

2.7 If you experience any difficulties with your Mobile Phone within 1 year of purchasing it, you should contact the manufacturer for replacement or repair under the manufacturer's warranty service detailed in the User Guide(s). This does not affect your statutory rights. If you bought your Mobile Phone or SIM Card directly from us and it is defective, not in accordance with any description given to you by us, not reasonably fit for purpose or it develops a fault you will be able to return it for repair and, if appropriate, replacement or refund. Please contact O2 Customer Service for details. You should call us as soon as possible if

any of the circumstances above apply to you to ensure that you are able to exercise any rights you have.

2.8 We will use reasonable endeavours to maintain Content but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. It is a condition of us allowing you access to Content that you accept that we will not be liable for any action you take in reliance on Content.

2.9 We may vary Content or the technical specification of Service from time to time.

2.10 The Service enables access to Content. You may only use Content in a way that does not infringe the Rights of others ('Approved Use') and you must comply with all other instructions issued by us regarding use of Content. You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than for an Approved Use. The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that you may print or download extracts of Content for your personal use only.

2.11 You are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Service. We will not be a party to or in any way responsible for any transaction concerning third party goods and services, except in the case of negligence on our part.

2.12 Your use of any Content or services not provided by us but accessed via our Services or our Network is solely at your own risk and subject to all applicable national and international laws and regulations, as well as any third party terms and conditions notified to you at the time you access such Content or services. We have no responsibility for any third party Content or other services obtained by you on the internet or via our Services. We will not be liable for any loss or damage incurred by your access to or reliance on any such Content supplied by a third party.

2.13 It is a condition of this Agreement that you provide us with a current email address for billing purposes and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your email mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.

2.14 You may ask us to include your Mobile Phone number in a telephone directory and/or a directory enquiry service. However, you should be aware that, if you request this service (for which we may charge a fee) your number will be made accessible to companies that compile information for marketing purposes. If you are worried about this, you can prevent it from happening by registering your mobile phone number with the Telephone Preference Service on www.tpsonline.org.uk If you want your mobile phone number to be included in a directory and/or a directory enquiry service, please contact Customer Services.

3. Payment for the Service

3.1 You pay for the Service by purchasing a Voucher and registering it with us or by purchasing call time using your E Top-up, credit card or debit card all methods as described in the User Guide(s) or by any other method approved by us from time to time.

3.2 Each time you incur charges, the credits that are registered on your Account will be reduced according to the duration of the call/message and the type of call/message by reference to the charges shown in the Price List.

3.3 Top-ups by credit or debit card can be in increments of £1, subject to a minimum of £10. Call time purchased by debit card or credit card will be credited to your Account, subject to our carrying out our usual security checks. We will not have any obligation to make a refund to you where you purchase more call time than you intend, for whatever reason.

3.4 If you wish to stop using the Service at any time after the 14 day Trial Period, there will be no refund of unused call time.

3.5 You may be charged to receive certain premium rated text messaging services and multi media messaging services. We will not notify you of call charges for premium rate services operated by third parties. Details of these charges and any changes will be available on our website (<http://www.o2.co.uk/premiumnumberpricing>). Please check these before calling premium rate numbers.

3.6 If you change tariffs for any reason (e.g. when upgrading or moving to a promotional offer) you may not be able to move back to your old tariff.

4. Things we may have to do

4.1 Occasionally we may have to:

- a) alter the number of your Mobile Phone, or any other name, code or number associated with the Service for reasons beyond our control such as where requested to do so by a governmental authority or regulatory body or where we reasonably believe that the alteration will enhance your use of the Service. If this is the case we will give you reasonable notice;
- b) temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for your security;
- c) bar certain numbers from the Service on a temporary or permanent basis in order to prevent fraud or in circumstances where we would suffer direct loss.

4.2 From time to time we may have to migrate your Account from one billing platform to another. In these circumstances we will notify you if migration of your Account will affect your Service in any way.

5. Your Responsibilities

5.1 You must use your Mobile Phone and any replacement Mobile Phone, SIM Card and the Service in the way described in the User Guide(s) or any other instructions issued by us. From time to time it may be necessary for us to amend or supplement our instructions to you on the introduction or withdrawal of products and/or services, for reasons of security or to prevent fraud. It is important that you read and understand the information contained in the User Guides and other instructions as they will apply to your use of the Service from when you Register your Mobile Phone with us.

5.2 You agree:

- a) and warrant that all factual information you provide to us is correct;
- b) to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or privacy or otherwise unlawful;
- c) that the SIM Card is supplied to you under licence and shall at all times remain our property;
- d) to contact O2 Customer Service immediately if your SIM Card or your Mobile Phone is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner and to cooperate with us in our reasonable security and other checks.

5.3 If your Mobile Phone or your SIM Card is lost, stolen, damaged or destroyed or used without your authority, we shall have no obligation to make a refund to you of the credits left on your Account.

5.4 We recommend that you purchase insurance cover for your Mobile Phone to cover loss, theft, and accidental damage on your Mobile Phone. This is available through us at point of purchase or upgrade. Contact O2 Customer Service for details.

5.5 You must not use or permit anyone else to use your Mobile Phone or the Service

- a) fraudulently, or in connection with a criminal offence, in breach of any law or statutory duty;
- b) to make a call or send a message to take a pictures or video or send, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax, in breach of any Rights or privacy or otherwise unlawful;
- c) to cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
- d) other than in accordance with acceptable use policies of any connected networks and (if appropriate) any relevant Internet standards;
- e) to generate AIT; or
- f) via a GSM Gateway so that the Service is provided via the GSM Gateway to third parties;
- g) to persistently send automated unsolicited communications.

5.6 You must tell us immediately by writing to The Data Controller at Telefónica O2 UK Limited, 260 Bath Road, Slough SL1 4DX or by emailing mycare@o2mail.co.uk, if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

6. Assignment

You may transfer your Account with us to a third party provided you first contact O2 Customer Service to tell us and the third party calls us to Register with us. Once the third party has Registered with us, he/she will be deemed to have accepted the terms and conditions. We shall be entitled to assign or transfer our rights under this Agreement or any part of it on the same terms to any third party.

7. Our Rights to Bar or Disconnect Your Mobile Phone

7.1 If you do not make or receive a chargeable call at least once in any 6 month period your Mobile Phone will be disconnected and you will lose any remaining credits balance on your Account. If you wish to be re-connected after this time you will be given a new Mobile Phone number.

7.2 We may at our discretion bar or disconnect your Mobile Phone if we have reasonable cause to suspect fraudulent use of a credit card/debit card, your SIM Card or Mobile Phone.

7.3 In addition to anything else we can do, we may bar or disconnect your Mobile Phone at any time if:

- a) you fail to comply with the Terms and Conditions in any material way; or
- b) you telephone us to report that your SIM Card or your Mobile Phone is lost, stolen, damaged or destroyed; or
- c) if you are persistently abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or
- d) you use or permit any other person to use the Service to generate AIT; or
- e) you use or permit any other person to use the Service via a GSM Gateway so that the Services are provided via the GSM Gateway to third parties; or
- f) if you do anything or permit anyone else to do anything which we reasonably think adversely impacts the Service to other O2 customers or may adversely affect the Network.

7.4 If your Mobile Phone is disconnected and you wish your Mobile Phone to be reconnected to the Network, you must contact O2 Customer Service. If we agree to reconnect you, you must pay a reconnection fee unless the disconnection was due to our negligence. Details of the current charge is available on request.

8. Your Right To Return Your Mobile Phone

8.1 Within 14 days of purchase of your Mobile Phone/SIM card ("the Trial Period") you may return your Mobile Phone/ SIM card to the place where you bought it from to obtain a refund of the price paid, provided the Mobile Phone/SIM card is undamaged, in good working order, in the original packaging and complete with all original parts and you have you have proof of purchase. If you bought your Mobile Phone/SIM card directly from us, We will bear the cost of returning the Mobile Phone/SIM card to us if you follow our returns procedure (Contact O2 Customer Service to arrange this or see www.o2.co.uk/Help/YourOrder if you ordered your Mobile Phone/SIM card via the online shop). If you do not follow our returns procedure you will bear the cost.

8.2 Subject to clause 7, we will refund to you the money equivalent of all credits left unused on your Account (excluding any free call time which you received) within 28 days of your returning your Mobile Phone/SIM card.

8.3 As a consumer of goods and services you are entitled to certain statutory rights, for example, the right to return defective goods to us, if bought from us, and the supply of Service by us using reasonable care and skill. The provisions of this clause 8 do not affect your statutory rights.

9. Limitation of Liability

9.1 We have no liability to you other than to exercise the reasonable skill and care of a competent mobile telecommunications provider or retailer.

9.2 We do not accept liability for indirect loss, such as loss of profit, loss of business, costs, expenses (unless such losses were reasonably foreseeable to both of us when this contract was entered into), or any other form of economic loss.

9.3 You agree that O2 has no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless this is caused by our negligence.

9.4 We accept liability for death or personal injury to any person resulting from our own negligence.

9.5 If we are found liable to you, our liability to you under the terms and conditions will not exceed £3,000, except if we are found to be liable to you under Clause 9.4.

9.6 Each provision of this Clause 9 operates separately. If any part is found by a Court to be unreasonable or inapplicable the other parts will continue to apply.

10. Matters Beyond Our Reasonable Control

If we cannot provide the Service to you because of something beyond our reasonable control, we will not be liable to you for this.

11. Changes to the terms and conditions

11.1 Subject to clause 11.4 below we may increase or decrease our Charges at any time (including the introduction of charges for aspects of the Service previously provided free). Where we increase the Charges for the elements of the Service you are using we will notify you before the changes become effective. Notification will be via text message or by email (if you have registered your email address with us).

11.2 We reserve the right to change our terms and conditions of Service from time to time. We will notify you of any changes to these terms by posting them on our website at www.o2.co.uk/terms. In addition to this we may also notify you by messages on our IVR top-up system, messages via the Service (such as voicemail, text or media message) by means of national advertising campaigns or by email.

11.3 If we vary any of the Charges or change the terms and conditions to your disadvantage, you may stop using the Service.

11.4 We will not notify you of call charges for premium rate services operated by third parties. Details of these charges and any changes will be available on our

website (<http://www.o2.co.uk/premiumnumberpricing>). Please check these before calling premium rate numbers.

12. General

12.1 If you do not want your number displayed on receiving Mobile Phones, before every call Key 141 before the number you wish to call. Otherwise you agree that our Network may allow the display of your telephone number on receiving handsets. Please note your number will be disclosed in relation to calls you make to emergency services.

12.2 If either of us fails to enforce any rights under the terms and conditions, it shall not prevent either you or us (as the case may be) from taking action later.

12.3 Maximum call duration is 9 hours.

12.4 These terms and conditions are governed by the laws of England and Wales.

12.5 If you want to complain please contact O2 Customer Service either by telephone or by writing to Complaint Review Service, PO Box 116, Leeds, LS11 5DS. Alternatively, you can email us at mycare@o2mail.co.uk. Please include your mobile number in any correspondence. If we do not resolve your complaint you may contact the Telecommunications Ombudsman. You can find their details at www.otelo.org.uk. However Otelco will only deal with your complaint if it remains unresolved after 12 weeks or a deadlock situation has been reached.

13. Tariff transfer and Mobile Phone locking

13.1 If you wish to transfer to another O2 tariff, please contact O2 Customer Service, for applicable qualifying criteria and charges.

13.2 Your Mobile Phone may need to be activated for use in conjunction with our Network. If this is the case, it is a condition of this Agreement that you carry out the relevant activation process following instructions given to you or available from us.

13.3 Within the United Kingdom, the Equipment may be restricted to use on the O2 Network. If you attempt to unlock the Equipment in a manner which is not specifically authorised by us, the Equipment may become permanently unusable (fully or in part).

14. Internet Access

14.1 Certain parts of the Service are only available if you register with O2 Online, an internet service provider at <http://www.o2.co.uk>. The terms and conditions of Internet service may be obtained by accessing the website or by calling O2 Customer Service.

14.2 We or our contractual partners may provide links to other web sites or resources. We neither accept responsibility for third party web sites or resources nor endorse their content.

14.3 For Internet access, you understand that all the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Service ('Information') whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Information originated. This means that you, and not us, are entirely responsible for all Information that you upload, email or otherwise transmit via Internet access.

14.4 Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Phone on or via the Internet, unless explicitly stated by us, are solely between you and the person with whom you are dealing. We will not be responsible for any losses or damages that may arise from any such dealings with third parties.

15. Use and Disclosure of Information

15.1 You authorise us to use and disclose, in the UK and abroad, information about you, your use of the Service (including, but not limited to, phone

numbers/email addresses of calls, texts and other communications "Communications" made and received by you and the date, duration, time and cost of such Communications), how you conduct your account and the location of your Mobile Phone for the purposes of operating your account and providing you with the Service or as required under law to our associated companies or agents, any telecommunications company, debt collection agency or credit reference agency. You agree that the information may be used by other parties in assessing applications for credit from you and members of your household and for debt tracing, credit management and may be used by us or other parties for crime and fraud detection and prevention.

15.2 You also agree to the information described in clause 15.1 being used, analysed and assessed by us, and the other parties identified in clause 15.1 and selected third parties for marketing purposes including amongst other things to identify and offer you by phone, post, the Network, your Mobile Phone, email, text (SMS), media messaging, automated dialling equipment or other means, any further products, services and offers which we think might interest you. If you do not wish your details to be used for marketing purposes, please write to us; c/o The Data Controller, Telefónica O2 UK Limited, 260 Bath Road, Slough SL1 4DX or you can email us at mycare@o2mail.co.uk stating your full name, address and Mobile Phone number.

15.3 Some services may require the disclosure of information about the location of your Mobile Phone. If you do not wish this to be disclosed please contact 1300. Please note that we will pass information about the location of your Mobile Phone to emergency services.

15.4 Where you choose to take an insurance policy through us, we will exchange information about you and your account in relation to that policy with the underwriters of the policy and with the administrators of the policy (the "Insurance Providers"). Your personal data will be collected and processed by us, our agents and the Insurance Providers to the extent necessary for providing you with the policy described (such as when making decision about your eligibility for cover, assessing claims, and carrying out fraud prevention measures). We and the Insurance Providers may also pass information to law enforcement authorities, regulators and the Financial Services or the Telecommunications Ombudsman.

16. How to Contact Us

If you need to contact O2 Customer Service please refer to the contact information which was provided with your Mobile Phone or SIM card when it was purchased, or click on Contact Us on our website www.o2.co.uk

o2.co.uk

Telefónica O2 UK Limited, 260 Bath Road, Slough, Berkshire SL1 4DX

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