

# Terms and Conditions for using SMARTY

All the things you need to know now that  
you're using our network and service.

**V7.21**  
3 March 2020

**SMARTY**  
Simple, honest mobile

**If you want a copy of these terms in an alternative format such as Braille or large print, contact our Customer Service team [smarty.co.uk/contact](https://smarty.co.uk/contact)**  
**For more information on our accessibility services see [smarty.co.uk/accessibility](https://smarty.co.uk/accessibility)**  
**Activating your SIM means that you accept these terms.**

## **1 Who's who and what's what**

- 1.1 When we say:
- (a) 'we', 'us' or 'our', we mean Hutchison 3G UK Limited, trading as SMARTY
  - (b) 'you' or 'your', we mean you, the customer
  - (c) 'agreement', we mean your agreement with us.
- 1.2 The glossary, found at the end of these terms, lists some useful definitions we use in these terms.

## **2 About your agreement**

- 2.1 Your agreement is made up of these Terms and Conditions and your Price Guide [smarty.co.uk/priceguide](https://smarty.co.uk/priceguide). Additional terms may apply to any promotional or special offers from time to time.
- 2.2 Your agreement is personal to you. You're obliged to do what you've contracted to do, unless we write and say you can do something outside this agreement. Unless we give you permission (acting reasonably), you can't pass your rights or responsibilities to anyone else – even if we give you more than one SIM or you give your device to others. It's your responsibility to make sure the SIMs are only used to access our service, as permitted in this agreement.
- 2.3 This agreement doesn't cover:
- (a) Products or services you buy while using our service; or
  - (b) The supply of your device (SMARTY does not supply devices and manufacturers aren't related to us).

## **3 Variations to your agreement or prices**

- 3.1 We may vary any of the terms of your agreement, including our Plans, or prices, on the following basis:
- (a) Any updated Plans and new terms will be available on our website, or by request to our Customer Service team;
  - (b) We'll let you know at least one month in advance if we decide to:
    - (i) discontinue your Plan; or
    - (ii) make any variations to your agreement which are (in our reasonable opinion) likely to be of material detriment to you.
- 3.2 You're free to stop using our service if we make such variations, but if you carry on using our service after any variation or change, you'll be deemed to have accepted the variation.

## **4 What we'll provide for you – a phone number and SIM**

- 4.1 We'll open an account for you and provide you with a SIM and a phone number (and we may agree to provide you with additional SIMs and phone numbers on request).
- 4.2 Each SIM remains our property at all times. You're being allowed to use the SIM by us on a limited licence to enable you to access our service, in accordance with the terms of this agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use the SIM to obtain service from us.
- 4.3 Each SIM may only be used in devices which are enabled for our service and are authorised by us for connection to our network. Any attempt to use the SIM in other devices may result in serious damage to the device and may prevent you from being able to use it, including the making of emergency calls. In these instances, we are not responsible for any such damage or usage problems.
- 4.4 If you're a phone customer, you can move your existing number to us with a Porting Authorisation Code (PAC). Once we've verified these details, we'll tell you the date when your number will be moved. If the move is delayed and is our fault, you may be entitled to compensation in the form of a one-off reimbursement of a portion of your charges. Contact our Customer Service team to find out more.

## **The service**

- 4.5 Once you're connected to SMARTY:
- (a) We'll provide you with access to our service.
  - (b) Premium Services (including but not limited to premium SMS, premium voice, short codes, carrier billing (also known as charge to bill or pay for it) are not available with SMARTY.
  - (c) You can make international calls and roam abroad with SMARTY. To do so, you will need to purchase a Cash Add-on.
  - (d) You can make free calls to emergency services from your phone by calling 999 or 112.
    - (i) when you're outside of our coverage area in the UK, your phone will try to locate another mobile network so that you can try to contact the emergency service (however, neither your mobile telephone number or your location data will be transmitted in these circumstances).
    - (ii) emergency service calls cannot be made using Skype (or certain other voice over IP services) on your phone – if you do wish to call the emergency services, you'll need to make a normal voice call from your phone.
    - (iii) if you have difficulties hearing or are speech impaired and you need emergency assistance, you can send a text message with details of your location to 999 or 112 – the text will be converted and passed to the appropriate emergency service but you'll need to register your phone before you can use this service – details on how to do this are available at [emergencysms.org.uk](https://emergencysms.org.uk)
  - (e) If you have a device, other than a phone, capable of making telephone calls, you may be able to use this to make free calls to Emergency Service in the UK by calling 999 or 112, however your Location Data may not be transmitted to the emergency service in these circumstances.
- 4.6 You may also be able to upload and send your own content using our service. You grant us an irrevocable, royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload. All content will be dealt with in line with our privacy policy.

- 4.7 We may:
- (a) Change or withdraw some, or part, of our services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Depending upon the changes that are made, you may have a right to end this agreement, as explained in Sections 4 and 10.
  - (b) Also change how our services are presented and delivered to your device or are otherwise made available to you. We can change the way they're presented, delivered or otherwise made available to you at any time.

#### **Limitation of SMARTY service**

- 4.8 We'll always try to make our service available to you. However, our services are only available within our coverage area in the UK and abroad. Within this, there may be areas where you don't have access to all of our services, or where coverage is otherwise limited or unavailable. For more information about coverage, take a look at [smarty.co.uk/coverage](http://smarty.co.uk/coverage)

#### **Disruption to SMARTY Services**

- 4.9 There may be situations when our services are not continuously available or the quality is affected, so we can't guarantee continuous fault-free service. For instance:
- (a) When we need to perform upgrades, maintenance or other work on our network
  - (b) When you move outside our 3G service area while you're on a call (in this case calls may not be maintained);
  - (c) When you're in areas not covered by our network. In these cases our service relies on other operators' networks where we have no control; and
  - (d) Because of factors outside our control, such as the features or functionality of your device, regulatory requirements, lack of capacity, interruptions to service from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

#### **5 What you'll do in return Personal Security**

- 5.1 As we own the SIM and it remains our property, you must ensure that you keep the SIM safe and secure while it's in your possession and you must ensure that you're able to return it to us, if required.
- 5.2 You must keep all PINs and passwords secure and confidential.
- 5.3 You should immediately change your PIN or password if you become aware that someone is accessing service on your account without your permission.

#### **Responsible use – How you use our service**

- 5.4 You may only use SMARTY Services:
- (a) As laid out in this agreement; and
  - (b) For your own personal use. This means you must not resell or commercially exploit any of our services or content.
- 5.5 You must not use SMARTY Services, the SIM or SMARTY phone number or allow anyone else to use our services, the SIM or SMARTY phone number for illegal or improper uses. For example:
- (a) For fraudulent, criminal or other illegal activity
  - (b) In any way which breaches another person's rights, including copyright or other intellectual property rights
  - (c) To copy, store, modify, publish or distribute our services or their content, except where we give you permission
  - (d) To download, send or upload content of an excessive size, quantity or frequency. We'll contact you if your use is excessive;
  - (e) In any way which breaches any security or other safeguards or in any other way which harms or interferes with our network, the networks or systems of others or our services; or
  - (f) To use or provide to others any directory or details about our customers.
- 5.6 You must co-operate with us and follow our reasonable instructions to ensure the proper use and security of your account. This includes (but is not limited to) any instructions from us to update the settings on your device in which you're using our SIM.
- 5.7 If anyone makes, or threatens to make, any claim or issue legal proceedings against you relating to your use of our services, you'll notify us of this immediately and, 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.
- 5.8 We may publish an acceptable use policy and a traffic management policy which will provide more details about the rules for use of certain our Service in order to ensure that:
- (a) The use of our service is not excessive;
  - (b) To combat fraud; and
  - (c) Where the service we offer, or may introduce, require certain rules to ensure they can be enjoyed by our customers. If we publish a policy, we'll let you know. Such a policy may be amended from time to time, for instance, if we discover that our service is being used for fraudulent purposes, or excessive use of our service is causing problems for us, our systems, or for other users, or if we introduce new services which require certain rules to ensure that such new services can be enjoyed by our customers. Again, we'll let you know if this happens.

#### **Responsible use – How you use the Messaging Service**

- 5.9 While using the Messaging Service, you must not send or upload:
- (a) Anything that is copyright protected, unless you have permission
  - (b) Bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
  - (c) Anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 5.10 We may put limits on the use of certain services, such as Messaging Services. For example, we may limit the size of messages or storage space.
- 5.11 While we have no obligation to monitor the Messaging Service, if you use the service in a manner that we deem contrary to normal consumer activities, we reserve the right to stop your service without notice. You may still be charged for any content which is blocked or removed.

## Responsible use – How you use Age Restricted Service

- 5.12 If you're under 18, you're not permitted to access our Age Restricted Service. If you're 18 or over and you access the Age Restricted Service, you must not show or send content from the Age Restricted Service to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Service if you let anyone under 18 use your device.
- 5.13 You accept that we cannot control access to Age Restricted Services obtained over WiFi.

## Responsible use – How you use SMARTY Services outside the UK

- 5.14 If you use SMARTY Services from a country outside the UK:
- Your use of the SMARTY Services may be subject to laws and regulations that apply in that other country. We're not liable for your failure to comply with those laws or regulations.
  - You will be roaming on another operator's network so:
    - you may not receive the same level of coverage and speed as you're used to on the SMARTY network. We have no liability if you are not able to access services abroad, or if the quality of any other operator's network services differs from those provided on the SMARTY network and;
    - we accept no responsibility for information processing when it leaves our control.
  - If you're travelling in the EU:
    - you will be subject to our data fair use limit of 20GB each month
    - you will receive a notification when you reach 80% of your 20GB limit and once it's reached. If you need more data you can purchase a Data Add-on.
- 5.15 You can use your unused Data Add-on in the UK or you can use it next time you need it to roam.
- 5.16 You may accidentally roam if you're in an area close to national borders because your Device picks up a network signal across the border. If this is the case then you may be charged as if you were roaming on an international network.

## Paying your Charges

- 5.17 If you are on the 1GB, 2GB, 3GB, 4GB or 8GB data discount plans, you benefit from money off your next bill providing you remain on the eligible plan. If you choose or upgrade your plan to a big data plan (eg. 30GB, 50GB or Unlimited plan) you will not benefit from any discount for unused data on your next bill.
- 5.18 Where applicable, any credit or allowances contained on your account will be reduced each time you use or incur Charges for SMARTY services. You may only use Add-ons to obtain credit or allowances for access to SMARTY services that are outside your Plan. Add-ons and any credit or allowance on your account are not redeemable for cash under any circumstances.
- 5.19 Add-ons are automatically activated on your account.
- 5.20 Add-ons will not expire as long as your account is active.
- 5.21 If you use your device to buy goods and services from third parties, you're responsible for paying any bills they may send to you.
- 5.22 To protect you against fraud, we may place limits on the amount of credit that can be activated on your account. We may vary these limits from time to time.

## 6 Your Rights – Complaints

- 6.1 If you're unhappy about any aspect of our service, you should contact Customer Services.
- 6.2 We'll investigate any complaint in accordance with our customer complaints code, after which we'll contact you with the results. A copy of our customer complaints code can be viewed on our website at [smarty.co.uk/complaints](http://smarty.co.uk/complaints) or you can request a copy by contacting SMARTY. If we are unable to resolve your complaint, you may, depending on the nature of your complaint, be entitled to ask Ombudsman Service: Communications to consider your complaint for you. Their website address is: [ombudsman-services.org](http://ombudsman-services.org) Alternatively, if your complaint is about a purchase you made online and we have been unable to resolve your concerns through our complaints process, you can submit your complaint through the European Commission's online dispute resolution platform, which can be found at the following website address: [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)
- 6.3 See Section 12 for information about data protection and privacy complaints.

## 7 Our Rights – Intellectual Property

- 7.1 All rights, including copyright in our service and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.
- 7.2 The 'SMARTY' branding including all related images, logos and names on our service are proprietary marks of our group of companies. We reserve all our rights.

## 8 Suspension of your service

- 8.1 We may Suspend any or all of our services you use without notice if:
- We reasonably believe you have provided us with false or misleading details about yourself as set out in Section 12;
  - We advise you that your excessive use of our services (as may be defined in accordance with Section 5.8 above) is causing problems for other users, and you're continuing to use our services excessively;
  - We believe your SIM has been lost, stolen or is being used in a way not permitted by this agreement;
  - We reasonably believe that you have used our services, the SIM(s) or a SMARTY phone number for illegal or improper purposes in contravention of our responsible use requirements in Section 5 above;
  - We receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you're using our services in any of the ways prohibited in Sections 5.5, 5.9 and 5.12). If this happens, we'll deal with the complaint in the manner set out in Section 6; or
  - We're required to suspend your service by the emergency services or other government authorities.
  - You have not activated an Add-on on your account or undertaken any chargeable events or activities (for example, made telephone calls, sent text or photo messages, accessed content or the internet or any other our services for which a charge is made) using any credit or allowance on your account within the preceding 6 month period. If you do not have an Active Add-on on your account, your phone will continue to be capable of receiving incoming calls for the periods set out in the Price Guide and other customer documentation; and/or
  - If your account balance drops below zero and you have failed to purchase and activate an add-on or otherwise make a payment to us to clear such negative balance.
- 8.2 If we suspend any or all of your services, you'll still be able to make emergency calls (unless they've been suspended at the request of the emergency services).

8.3 If your service is suspended, we may agree to re-connect you if you ask us to do so and there may be a re-connection charge for this.

## **9 Ending this agreement and Disconnection of your service**

- 9.1 You may end this agreement by stopping your use of service at any time.
- 9.2 We may end this agreement in the following ways:
- (a) On 30 days' notice. We can end this agreement by giving you at least 30 days' notice. Your agreement will finish at the expiry of the 30 day notice period or a later date which we specify.
  - (b) For non-use or non-payment of your service. We will terminate your service if you have not purchased a plan, within the preceding 6 month period. We will contact you 40 days before we Disconnect, where you'll have the opportunity to keep your account live by purchasing a new plan. We Disconnect you for non-use of service as set out in this section any unused credits or allowances on Add-ons remaining on your account on Disconnection will be forfeited.
  - (c) Because of your conduct. In the following cases, we may end your agreement immediately:
    - (i) if we have the right to Suspend your service on any of the grounds in Section 9 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;
    - (ii) if we believe that your communications or actions with regard to our Customer Support or any of our retailers or agents, or your use of our service, are jeopardising the operation of the network, or are of an unacceptable nature; or
    - (iii) in the event of your death.
    - (iv) where you have used the service in a way not consistent with the ordinary use of a consumer.
- 9.3 No network access for our service. We may end your agreement if we no longer have access to other operators' networks which we need to provide our service, or if we are no longer able to provide our service due to factors beyond our control or because we cease business. If reasonably possible under these circumstances, we'll endeavour to provide you with such notice as is practical.

## **10 Effect of this agreement ending**

- 10.1 If this agreement ends, we'll close your account and Disconnect you and you'll not be able to use our service. In addition, you'll lose your phone number unless you have made a request for your number to be ported prior to Disconnection.
- 10.2 If we end the agreement due to your conduct, then any unused credits or allowances will be forfeited.

## **11 Liability – Limits on our liability**

- 11.1 All of our obligations to you relating to our service are set out in this agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.
- 11.2 Except as set out in 11.3:
- (a) All other terms, conditions and warranties relating to our service are excluded;
  - (b) Our entire liability to you for something we do or don't do will be limited to £3,000 for one claim or a series of related claims; and
  - (c) We are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of our service. We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.
- 11.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you're a consumer, the terms of this agreement will not affect any statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

## **Our service – areas where we have no responsibility**

- 11.4 We'll try to ensure the accuracy, quality and timely delivery of our service. However:
- (a) We accept no responsibility for any use of, or reliance on, our services or their content, or for any disruptions to, or any failures or delays in, our service. This includes, without limitation, any alert service or virus detection service; and
  - (b) Subject to Section 11.3 we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error free nature, compatibility, security or fitness for purpose of our service or their content. They're provided to you on an 'as is' basis; and
- 11.5 We'll not be liable:
- (a) For any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or
  - (b) If we cannot carry out our duties, or provide our service, because of something beyond our control.

## **Others' content and service – areas where we have no responsibility.**

- 11.6 You may be able to use our service:
- (a) To upload, email or transmit content using our service; and
  - (b) To access content which is branded or provided by others and to acquire goods and service from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or service. We are not responsible or liable in any way for, and do not endorse, any of this content, goods or service.

## **11.7 This Section 11 will apply even after this agreement has ended.**

## **12 Privacy Notice and Your Information**

- 12.1 We'll only use your personal information in accordance with this notice and applicable UK data protection and privacy legislation. Please read all of this notice and feel free to contact us at the address below with any questions.
- 12.2 Whenever you provide us with personal information about yourself you agree that it will be true, complete and accurate. You must tell us if this information changes.
- 12.3 If you provide us with information about another individual you must have their agreement to do so or be acting with legal authority.
- 12.4 If we reasonably believe that you have supplied us with false or inaccurate information, or if we suspect fraud, we may delay your Connection or suspend your access to our service until an investigation has been completed to our satisfaction.

## 12.5 'Your Information'

- (a) By 'Your Information' we mean information that you give us or that we obtain about you as a result of any application or registration for, and use of our service. It may include your name, current and previous address(es), date of birth, telephone and fax numbers, gender, email address, employment and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide service to us, and may include information from other countries.
- (b) While you're a customer of ours, we'll also acquire and process information about your use of our service, including Location Data, your Communications Data, your phone telephone number, the unique code identifying your phone and SIM, and your account information including contact history notes.
- (c) Some of the information we collect about you may be classified as 'sensitive' (such as visual or hearing impairments) and we'll ask your permission if we wish to use or share this information.

## 12.6 Use of 'Your Information'

We may process 'Your Information' for a number of purposes including:

- (a) Credit Referencing, Identity Checks and Fraud Prevention
  - (i) we may check and share your details with fraud prevention agencies and we'll record (and pass to the fraud prevention agencies) details of any false or inaccurate information provided by you or where we suspect fraud. Records held by fraud prevention agencies will also be used by us and other organisations to help prevent fraud and money laundering, for example, when checking details on applications for credit and credit related or other facilities, managing credit and credit-related accounts or facilities, recovering debt, checking details on proposals and claims for all types of insurance and checking job applications and employees. Those fraud prevention agencies may disclose information to law enforcement agencies where requested and necessary for the investigation of crime. We and other organisations may access and use (from a country other than the UK) the information recorded by fraud prevention agencies. Our legal basis we rely on to process Your information in this way is our legitimate interests in order for us to manage our relationship with you.
  - (ii) we may also use and share your details for the collection of any debts owed by you. This may include the use of debt collection agencies to collect debts on our behalf or may include the assignment of debts to a third-party company. The assignment of debts will involve the sale of your debt and account information to a third-party company – this information may include your name, address and contact data, year of birth, debts owed, payment history and other information necessary to help recover the debt. Our legal basis we rely on to process Your information in this way is our legitimate interests in order for us to manage our relationship with you.
  - (iii) we may also pass and share information to other communications service provider and network operators for the detection and prevention of theft and fraud. Our legal basis we rely on to process Your information in this way is our legitimate interests in order for us to manage our relationship with you. You can ask us at any time for details of the fraud prevention agencies to whom we disclose and obtain information about you.
- (b) Account and Service Management
  - (i) to process applications, registrations or orders made by you, to create and administer accounts, to calculate and charge for our service, to produce any necessary invoices or billing statements, and to provide customer service including the management of any complaints or queries. Our legal basis we rely on to process Your information in this way is our legitimate interests in order for us to manage our relationship with you;
  - (ii) to supply any products, service or information requested by you and/or which we may provide. Our legal basis for doing this is our legitimate interests in order for us to manage our relationship with you;
  - (iii) Billing management which may involve the use of Your information. We deploy a balance of technical, logical and security controls to protect the processing of Your information on the Smarty network. Our legal basis we rely on to process Your information in this way is our legitimate interests in order for us to manage our relationship with you;
  - (iv) to update your device remotely 'over the air' with software updates and to investigate and resolve any service related queries made by you. Our legal basis we rely on to process Your information in this way is our legitimate interests in order for us to manage our relationship with you;
  - (v) to process data revealing the geographic location of your device in order to provide location based service requested by you and which may be provided by us or by third parties on behalf of us, or where you request location based service directly from third parties. Your location data will be transmitted when calling the emergency services from your phone within our coverage area in the UK. However, if you call emergency services when you're outside our coverage area in the UK, your telephone number and your location data will not be transmitted. If you call emergency services in the UK but using device other than a phone, such as a Tablet, with calling capability, your location data will not be transmitted. If you're roaming abroad and need to make to call emergency services, you'll need to dial 112 which is recognised by most mobile operators worldwide – this will connect you to the local emergency services. Our legal basis we rely on to process Your information in this way is for performance of contractual obligations between you and us;
  - (vi) we may monitor and record calls and messages from you and our Customer Support for training and quality purposes. Our legal basis we rely on to process Your information in this way is our legitimate interest and/or to enable us to improve and develop our business operations and services;
  - (vii) please be aware that when you call our Customer Support team, your phone number will automatically be presented to our Customer Support so that we are able to provide you with integrated customer service and for security purposes. Our legal basis we rely on to process Your information in this way is our legitimate interest and/or to enable us to improve and develop our business operations and services;

- (c) Marketing and keeping you informed
- (i) to carry out analysis of your information, in order to develop our relationship with you, to develop and personalise our services and to present and deliver these to your device. Our legal basis we rely on to process Your information in this way is our legitimate interest and/or to enable us to improve and develop our business operations and services;
  - (ii) to keep you informed about our services, developments, pricing, special offers, and any discounts or awards which we believe may be of personal interest to you, or which you may be entitled to. We may keep you up to date directly to your device, and by post, telephone and by electronic messaging such as phone text and picture message, email voice, audio and videomail subject to any preferences indicated by you. You can contact us at any time to ask us not to use your location or Communications Data' for marketing purposes or if you would prefer not to receive direct marketing information, simply login to **smarty.co.uk** and update your preferences in Account settings. Our legal basis we rely on to process Your information in this way is our legitimate interests and/or your consent;
  - (iii) to tell you about the products and special promotions of carefully selected partners (subject to your preferences) and allow you to receive advertising and marketing information from them but without passing control of your information to the third party concerned. You can update your preferences at any time as described above. Our legal basis we rely on to process Your information in this way is our legitimate interests and/or your consent;
  - (iv) to carry out market research;
  - (v) to carry out activities necessary to the running of our business, including system testing, network monitoring, staff training, quality control and any legal proceedings. Our legal basis we rely on to process Your information in this way is for our legitimate interests in order to conduct and manage our business, for the performance of our contract between you and us; or in connection with legal proceedings (i.e. the establishment, exercise or defence of any legal claims);
  - (vi) to carry out any activities or disclosures to comply with any regulatory, government or legal requirement;
  - (vii) we may enter your name, address and telephone number in a publicly available directory enquiry service and directories operated by us or by a licensed third party operator such as BT, subject to your preferences and only where you have given us permission;
  - (viii) we may share your information with other members of our group of companies, and with our, or their, partners, associates, agents and contractors who provide services to us, and for the purposes of pursuing our legitimate interests, including people who are interested in buying our business. These may include people and companies outside the European Economic Area (the 'EEA') which consists of the European Union Member States together with Iceland, Liechtenstein and Norway;
  - (ix) we may also use data processors – some of whom may be based outside the EEA – to process data on our behalf and who provide specific service to us and our group of companies. Certain services may be provided by our suppliers in India. If we do this, we'll ensure that your information is processed to the same UK standards adopted by us;
  - (x) we may retain your information for as long as is necessary for the purposes detailed in this notice and until charges for service cannot be lawfully challenged and legal proceedings may no longer be pursued. Generally, we'll keep your communications data for up to one year. Your account information will be kept after your relationship with us ends to comply with legal and regulatory obligations.

- 12.7 When you make a call, the calling line identity (CLI) of your phone (your phone number) will be displayed on the phone of the person you call. If you do not wish your CLI to be displayed and/or transmitted you should consult your phone user guide or contact Customer Service. Your CLI cannot be blocked when calling the emergency service, or when sending a text, picture, or video message.
- 12.8 You must keep any passwords and PIN numbers relating to your account and our service safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately via webchat ask us to change them. This is your responsibility.
- 12.9 You have the right to obtain a copy of the personal data which we may hold about you. Please write to the Data Protection and Privacy Officer, Hutchison 3G UK Ltd., Star House, 20 Grenfell Road, Maidenhead, SL6 1EH. Alternatively, email: **dpa@smarty.co.uk** We may ask you to provide proof of your identity and residence and may charge £10 to cover our administrative costs.
- 12.10 If you have any questions about this notice or the way in which your information is processed, please contact the Data Protection and Privacy Officer, by writing or sending an email to the above addresses.
- 12.11 If we change this notice we'll post the amended version on our website so you always know how we'll collect, use and disclose your information. See **smarty.co.uk**

#### Where will we transfer Your Information

- 12.12 Your Information will be processed both within and outside the European Economic Area (EEA). Where we transfer Your Information outside of the EEA, we will implement appropriate and suitable safeguards to ensure that such personal information will be protected as required by applicable data protection law. These measures generally include:
- a) Commercial terms to safeguard the processing of Your Information.
  - b) Technical security standards commensurate the nature of data being processed.
- For further information as to the safeguards we implement please contact our Data Protection Team at the contact details set out in section 12.9.

#### Your Rights

- 12.13 You have certain rights with respect to Your Information. The rights may only apply in certain circumstances and are subject to certain exemptions. Please see the table below for a summary of your rights. You can exercise these rights using the contact details set out in section 12.9.



Summary of your rights	
Right of access to your personal information	You have the right to receive a copy of your personal information that we hold about you, subject to certain exemptions.
Right to rectify your personal information	You have the right to ask us to correct your personal information that we hold where it is incorrect or incomplete.
Right to erasure of your personal information	You have the right to ask that your personal information be deleted in certain circumstances. For example (i) where your personal information is no longer necessary in relation to the purposes for which they were collected or otherwise used; (ii) if you withdraw your consent and there is no other legal ground for which we rely on for the continued use of your personal information; (iii) if you object to the use of your personal information (as set out below); (iv) if we have used your personal information unlawfully; or (v) if your personal information needs to be erased to comply with a legal obligation.
Right to restrict the use of your personal information	You have the right to suspend our use of your personal information in certain circumstances. For example (i) where you think your personal information is inaccurate and only for such period to enable us to verify the accuracy of your personal information; (ii) the use of your personal information is unlawful and you oppose the erasure of your personal information and request that it is suspended instead; (iii) we no longer need your personal information, but your personal information is required by you for the establishment, exercise or defence of legal claims; or (iv) you have objected to the use of your personal information and we are verifying whether our grounds for the use of your personal information override your objection.
Right to data portability	You have the right to obtain your personal information in a structured, commonly used and machine-readable format and for it to be transferred to another organisation, where it is technically feasible. The right only applies where the use of your personal information is based on your consent or for the performance of a contract, and when the use of your personal information is carried out by automated (i.e. electronic) means.
Right to object to the use of your personal information	You have the right to object to the use of your personal information in certain circumstances. For example (i) where you have grounds relating to your particular situation and we use your personal information for our legitimate interests (or those of a third party) including for profiling; and (ii) if you object to the use of your personal information for direct marketing purposes, including profiling (to the extent it relates to direct marketing).
Right to object to decision which is based solely on automated processing	You have the right in certain circumstances not to be subject to a decision which is based solely on automated processing without human intervention.
Right to withdraw consent	You have the right to withdraw your consent at any time where we rely on consent to use your personal information.
Right to complain to the relevant data protection authority	You have the right to complain to the relevant data protection authority, which is, in the case of SMARTY, the Information Commissioner's Office, where you think we have not used your personal information in accordance with data protection law.

### Notification of changes

12.14 If we change this notice we will post the amended version on our website so you always know how we will collect, use and disclose your information. See [smarty.co.uk](http://smarty.co.uk)

### 13 Notices

13.1 Our website is a source of information that you may find useful when using our service – it's the most up to date source of information about us and our service. You may find it useful to refer to when using our Service.

13.2 If we need to send any notices under this agreement to you, we'll do this by communicating them to you via phone, text message, electronic messaging, email, or mail.

### 14 SMARTY Group Plans

14.1 The following terms apply to customers who are in a SMARTY Group Plan. By creating or joining a SMARTY Group you agree to be bound by the terms and conditions set out below.

14.2 SMARTY Groups allows a group owner to manage multiple accounts from a single place. Group owners can invite family and friends to a group to benefit from a discount.

14.3 In order to create a SMARTY group and be a group owner you must be 18 years or older and be an existing customer. Group owners may invite up to 7 personal friends or family members to join their group.

14.4 A group has one owner and must consist of at least 2 SMARTY accounts and no more than a total of 8, including the group owners. Once the group has been created you are not permitted to transfer group ownership within the group.

14.5 A group owner is the account holder and responsible for all future activity on member accounts and managing and paying for all accounts within a group. Only the group owner is permitted to make any changes to the accounts.

14.6 Each additional SIM must have a unique email address. Multiple SIMs cannot be linked to the same email address.

### 15 SMARTY Group Plans and Benefits

15.1 Group owners can view all members usage including use of data and the members call data records. Customer Support is

only able to discuss details of the members accounts with the group owner.

- 15.2 Group owners have the ability to choose any data plan for any group member to suit every member's needs.
- 15.3 As a group owner you save 10% on every SIM in your group. The 10% saving is in addition to SMARTY's data discount for unused data available on most plans.
- 15.4 Please note that if you already have a promotional discount the 10% group discount will only be applied to your plan once your promotional discount ends. If you have a promotional discount that doesn't expire you will retain your promotional discount and will not receive a group discount.
- 15.5 The group discount will be applied at the end of the relevant plans billing cycle and after any data discount for unused data that might be due depending on the plan selected.

## 16 SMARTY Group Plans Payment

- 16.1 Group owners are responsible for all future activity, settings and payments for every member account within the group. All member accounts within a group will be on the group owner's confirmation email when the plans successfully renew. Payment is made in advance, so group owners are fully in control.
- 16.2 All members use the group owner's payment method. Once a new member has accepted a group owners' invitation and joined their group the group owner will receive an email confirming: (i) plan details; (ii) monthly charges for the new members account; and (iii) when the next payment is due. The group owner will also be able to schedule a plan change regardless of the plan a member joins the group with.
- 16.3 Group owners may update their payment settings at any time. This will automatically update payment settings for all member accounts in the group. The payment settings available are (a) payment details saved for future use; and (b) auto-renewal for each plan within the group. Please note that where auto-renewal is selected it will be applied to every plan within the group, it is not possible to select auto-renewal to apply to individual plans.
- 16.4 Group member payment dates will not be aligned to the group owner's payment cycle and these cannot be changed. If you were already a SMARTY customer when you joined a group you will maintain your auto renew settings where the group owner has selected to save their payment method. Please note the group owner may amend these at any time.
- 16.5 Any payment method linked to a group members account will be replaced with the group owner's payment method. Previously stored payment methods linked to group member accounts will be removed and group members will no longer be able to update payment settings via their account.
- 16.6 All purchases and payment settings will be managed from the group owners account. Group members will not be able to make purchases or payments from their accounts.
- 16.7 All email notifications will be sent to the group owner. Group members will still receive service notifications via SMS.
- 16.8 It is important to note that Adult content settings, reporting a lost or stolen SIM, and the ability to terminate the account will all be managed through the group owner's account.

## 17 What can Group Members see and/or do?

- 17.1 Group owners will have the ability to see all group members plans, usage and call history from the date the group member joins the group.
- 17.2 Group members can see their own plans, data usage and call history. As a group member you can also edit your own personal details (i.e. email, password and address).
- 17.3 Other group members will not have access to any other group member's account through their account, unless they are a group owner.

## 18 Existing Offers

- 18.1 If you have an active offer that expires after a specified time, your group discount will be applied after your current offer expires.
- 18.2 If you have an active never expiring offer, then you'll keep your offer and the group discount won't be applied to your monthly bill. The same applies to every member in your group.

## 19 Removing Members from SMARTY Group Plans

- 19.1 If you're a group owner and you'd like to remove a specific member from your group plan you can contact Customer Support through webchat. You will need to verify you're the group owner, and that the member account has the right permissions to be transferred to a regular SMARTY account. The group member will receive a notification that they've been removed from your group and to enter their own payment method to continue their service.
  - (a) How do I leave a group plan? Group members that would like to be removed from a group plan will need to speak to their group owner and ask them to contact Customer Support through webchat. They'll be asked to verify that they're the group owner, and that your member account has the right permissions to be transferred to a regular SMARTY account.
  - (b) Group members that are removed from group plans will receive a notification that they've been removed from the group and will be required to enter their own payment method to continue using the service.

## 20 Variations to your agreement or prices

- 20.1 We may update SMARTY Group terms, any updated terms will be available on our website, or by request to our Customer Support team. We'll let you know at least one month in advance if we decide to: (i) discontinue SMARTY Groups; or (ii) make any variations which are (in our reasonable opinion) likely to be of material detriment to you. You're free to stop using our service if we make such variations, but if you carry on using our service after any variation or change, you'll be deemed to have accepted the variation.

## 21 **How do I leave SMARTY If I'm in a SMARTY Group Plan?**

- 21.1 If you're a group member, you can text PAC to 65075 to leave and keep your number or STAC to 65075 to leave without taking your number. If you request a code, you'll see it on your dashboard. If you use your code, you'll see that your account has closed next time you log in. Your group owner will be notified by email.
- 21.2 #]If you're a group owner you can request a PAC to leave and keep your number or STAC to leave without taking your number through your online account settings. You can also text PAC to 65075 or STAC to 65075, or request a PAC or STAC through support webchat. If you request a code, you'll see it on your dashboard. If you use your code, you'll receive a notification and see that your account has closed next time you log in. You'll maintain ownership of your group member accounts even after you close your SMARTY account, and will have access to your member accounts using the same login details.
- 21.3 If you're a group owner and you'd like to close a group member account:
- you can request a PAC to close and keep their number, or STAC to leave without taking their number through their online account settings. Alternatively, you can also request a PAC or STAC for that member account through support webchat.
  - If you request a code for a group member, you'll see it on their dashboard when you switch to their account. If their code is used, you'll receive an email notification and see that their account has closed next time you switch to their account. You'll still be able to view that member's payment history even after it's closed. You can request to remove their account from your group through support webchat.

## 22 **How to request a replacement SIM from a SMARTY Group Plan**

- 22.1 Visit our support article "What to do if your SIM card gets lost or stolen". If you're a group owner and you'd like to request a replacement SIM for one of your group members, contact support.

## 23 **Other terms**

- 23.1 This agreement is governed by English law unless you live in Scotland in which case, it will be governed by Scottish Law. Each of us agrees to only bring legal actions about this agreement in a UK court.
- 23.2 If you, or we, delay, or do not take action, to enforce our respective rights under this agreement, this does not stop you, or us, from taking action later.
- 23.3 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 23.4 We may assign or transfer some or all of our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement (so far as such obligations are relevant to the assigned or transferred rights), provided that your rights under the agreement or any guarantees given by us to you're not affected. No other person (other than our assignee(s), if any) may benefit from this agreement.
- 23.5 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number.
- 23.6 You confirm that you have full contractual capacity to agree to the agreement and are able to pay the Charges.
- 23.7 Our registered company number is 03885486 (England and Wales) and our registered office is at Star House, 20 Grenfell Road, Maidenhead, Berkshire SL6 1EH.

# Glossary.

## **Specific words and phrases that need further explanation.**

**Additional Service:** additional, optional or extra service which you choose to use which are not Service that are part of your Plan or Out of Bundle Service (for example, they may include (but they're not limited to) add-ons, Premium Services, short codes international service, directory enquiry service, any other service listed in our Price Guide under the 'special charges' or 'other service' sections, calls to non-geographic numbers (such as calls to 084, 087), content or applications you may buy and/or any third party service).

**Add-on means:** a voucher or any other payment mechanism or receipt used to buy a specific service and which requires an active Plan on your account for use (as detailed in the Price Guide).

**Age Restricted Service:** any service for use only by customers 18 or over.

**Charges:** charges for access to, and use of, our service as set out in the Price Guide. These charges may cover (without limitation) fixed periodic charges, including your Monthly Charge (if any), usage charges (for example, charges for Out of Bundle Service or Additional Service), account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments from you.

**Communications Data:** information about the routing of service, calls and messages you make and receive, the date, time, duration and cost of these, and information about the identity of your device and SIM.

**Connection:** the procedure by which we give you access to our service. 'Connect', 'Connecting', and 're-Connection' have corresponding meanings.

**Device:** the Device or phone that is authorised by us for Connection to our network which is used to access our service, excluding all Accessories.

**Disconnection:** the procedure by which we stop your access to your service. 'Disconnected' and 'Disconnecting' have corresponding meanings.

**Location Data:** data indicating the geographical location of your device when using our service or when your device is switched on.

**Messaging Service:** any email, fax and voicemail Service, text (SMS) and multimedia messaging Service (MMS), personal information management and other message or communication facilities which let you communicate with others.

**Out of Bundle Service:** any standard Service (i.e. calls and texts to standard UK mobiles and UK landlines (to avoid any doubt, calls to standard UK landlines do not include calls to non-geographic numbers, such as 084 and 087) and/or UK data) you use when you exceed any inclusive allowances which may be included in your Plan (if any) or, if you do not have any inclusive allowances with your Plan, any standard Service you may use.

**Plan:** our current Plans available for you to select that are set out in the Price Guides as well as any other Plans we may introduce in the future. There may be more than one Plan available for you to choose from and if so, you'll be required to select one before you're Connected to us. Depending upon the Plan you choose, you may receive an allowance (made up of units) which entitles you to a specified number of voice minutes, text messages and/or internet data – details of these are set out in the Price Guide. The Plans we offer may be amended or withdrawn from time to time, and can be viewed at [smarty.co.uk](http://smarty.co.uk) or requested from our Customer team.

**Pay As You Go Customer:** a customer who pays for their access to and use of our service in advance via a Pay As You Go Credit.

**Pay As You Go Credit:** a payment mechanism or receipt used to top-up your account to gain access to our service.

**Premium Service:** any services which are charged at premium rates. These services are not available on SMARTY.

**Price Guide:** the document that sets out the Plans available to you, our current Charges and related details. This document is divided into sections, each section aimed at providing a summary of all the Charges applicable to a particular type of Plan or tariff. The Price Guide can be viewed at [smarty.co.uk/priceguide](http://smarty.co.uk/priceguide)

**SIM:** a card which contains your phone number and enables you to access our service.

**SMARTY Customer Service:** our service team who are available to help you with your queries. customers can contact [smarty.co.uk/contact](http://smarty.co.uk/contact)

**Our service (or Service):** the service offered by us, including call service Messaging Service, Storage Service, Age Restricted Service and Premium Service (if available), which we have agreed to provide for you.

**Storage Service:** any service which offers you storage capacity on the our network for storage of content which you access from our service.

**Suspension:** the procedure by which we temporarily Disconnect your access to the our service. 'Suspend' has a corresponding meaning.

**Tablet:** a tablet personal computer which is authorised for connection to our network and is used to access our service.

**Terms for our service:** Terms and Conditions for using the our network and its Service.

