

## Your Pay Monthly Mobile Agreement

This Agreement sets out both of our rights and responsibilities. This Agreement applies to all consumer customers who take Pay Monthly mobile services from us for their own personal use and/or on our consumer tariffs. If you're an O2 Business customer, then our [O2 terms and conditions for businesses](#) apply. We may amend this Agreement from time to time so please check [www.o2.co.uk/termsandconditions/mobile](http://www.o2.co.uk/termsandconditions/mobile) for our most up-to date terms which will apply to you. You can find more information on our right to make changes to this Agreement and your rights in relation to those changes in paragraph 20 below.

### A quick summary

HERE IS A SUMMARY OF SOME IMPORTANT TERMS AND CONDITIONS OF YOUR AGREEMENT

The full terms of your Agreement are below. You can also pick up a copy in an O2 shop, check our Website or ask customer services to send you a copy. It's important that you read and understand the full terms before you sign up.

**1. Each year, your Monthly Subscription Charge will be subject to an annual increase by a fixed amount, this will be shown from your April bill onwards. Full details of your monthly price, including the fixed amount increases, are set out clearly in your contract forms and order confirmation documents. Out of bundle Charges will increase by 5% each year from 1 April. Our Extra Charges guide sets out current pricing information about out of bundle charges and additional services which are not included in your Monthly Subscription Charge. Your inclusive allowances cover mainland calls, texts and data in our Europe Zone, except if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK. Special numbers and services (such as premium rate numbers and some 08 numbers) are not included. Please see our Tariff Terms and Website for more details about specific tariffs and Charges outside your allowances.**

You must pay the Charges for the Services you subscribe to and/or use every month by the date on your bill. We may charge fees if you're late in paying. You have to pay by direct debit. We may ask you to pay a deposit before we'll let you use the Services.

**2. The Change-Your-Mind Period** - If you change your mind about the Services purchased directly from us or certain Equipment (usually a Mobile Phone) you've bought directly from us, you may be entitled to cancel the Agreement and/or return items once and exchange them for another within the 14 day Change-Your-Mind Period. Details will be in your welcome letter or email, or in paragraphs 10, 12 and 13 of the Agreement. You can also ask in an O2 shop or check our Website. If you've taken Equipment from us under a separate Device Plan and you are withdrawing from that Device Plan after the Change-Your-Mind Period, you will have to pay for your Equipment in full. You agree that Services will begin immediately if you already have a SIM Card or when you receive a SIM Card. You'll have to pay for any calls, texts, data and other Charges you've incurred, including during the Change-Your-Mind Period.

**3. Your Minimum Period and ending your Agreement** - Your Pay Monthly Mobile Agreement has a minimum term called a Minimum Period, which could be as short as 30 days. After the Minimum Period, you can end the Agreement by giving us 30 days' Notice (unless any other statutory or regulatory rules apply) and you will have to pay Charges incurred during this notice period. However, if you use a PAC or STAC that you have requested from us to switch to a different provider, this Agreement will terminate on the date that the new provider activates the services that you are switching, and (subject to Early Termination Charges or other fees that may be due to us) you will only be required to pay Charges up to the point of termination.

Unless specified otherwise (such as in your Tariff Terms), if you want to end the Agreement during the Minimum Period or we end this Agreement as a result of your material breach, then you will have to pay an Early Termination Charge which amounts to no more than your Monthly Subscription Charges multiplied by the number of months left in your Minimum Period, including VAT (calculated at the prevailing rate).

If you've taken Equipment on a Device Plan (e.g. O2 Refresh/custom plan customers), then at whatever point you end your Agreement with us you will have to pay off your Device Plan in full unless the Device Plan constitutes an Unrelated Agreement that you have decided not to end. **Details are in paragraph 8 of the Agreement and a worked example of Early Termination Charges are set out below:**

#### *How we calculate Early Termination Charges*

*We add together the fixed amount you have agreed to pay on a monthly basis (including any monthly recurring discounts you're entitled to but not including one-off discounts received) for the Services for the remainder of your Minimum Period. This includes VAT at the prevailing rate. We then take off 4% for early receipt of payment to get the final charge you owe us.*

#### *Examples of Early Termination Charges*

*Example 1: You're on a 12 month contract costing £21 a month (incl VAT) and decide to disconnect after six months. This means you'll pay an Early Termination Charge for the last six months of your contract.*

*Your Early Termination Charge is calculated as  $6 \times £21$ , which gives an Early Termination Charge of £126.00. We then take off 4% of that figure making the final Early Termination Charge £120.96.*

*Example 2: You're on a 12 month contract costing £20 a month (incl VAT) and decide to disconnect after nine months. This means you'll pay an Early Termination Charge for the last three months of your contract.*

*You also have a £5 recurring monthly discount applied to your contract which means you pay £15 a month (incl VAT).*

*Your Early Termination Charge is calculated as 3 x £20, minus 3 x £5. This gives an Early Termination Charge of £45.00. We then take off 4% of that figure making the final Early Termination Charge £43.20.*

**4. The Services and Equipment we supply and what you can expect of us** - Our Services aren't available everywhere in our Europe Zone. You should check predicted Network coverage in your area on our Website. The Services are not fault free, and features like speed and quality, for example, are variable and can be affected by things like the thickness and material of the walls of the building you're in, atmospheric conditions, technical issues with the Network and the number of people near you trying to access the Services at the same time. We will manage the Network in various ways. We use reasonable skill and care in providing you with the Services and will attempt to re-perform disrupted Services when possible. **Details are in paragraph 2 of the Agreement.**

Equipment we supply will fit with the manufacturer's description and packaging but digital Content (such as apps or software) preloaded on such Equipment is variable and will often contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods. Always keep your Content up to date. You have the right to reject defective Equipment within the periods of time set out on our Website.

**5. What we expect of you** - We may end the Agreement if you don't pay any Charges that are due or if you're bankrupt. We can also end the Agreement if we reasonably believe the Service is being used: fraudulently, illegally, in a way that harms our Network, contrary to our Fair Use Policy, or to cause annoyance (among other things).

**6. How we use your information** - We will collect information about how you use our Services and third party services you use in conjunction with our Services, including for example your location and account activity, to enhance your overall experience with us and make it more relevant to you. We may use and analyse your personal details to help us run your Service(s) and account, including for credit checking and fraud prevention. We may share and combine that data and your information with carefully selected third parties for all those same reasons. Your information is treated in accordance with our Privacy Policy, which can be viewed here: [o2.co.uk/termsandconditions/privacy-policy](https://o2.co.uk/termsandconditions/privacy-policy).

**7. Changes to other charges, the Services or this Agreement** – aside from the annual change to the Monthly Subscription Charges referred to in paragraph 1 above, we may change our other charges, the Services or this Agreement at any time.

Subject to the exceptions explained below, if we do make a change to our other charges, the Services or this Agreement and the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to cancel without paying an Early Termination Charge by giving notice in accordance with paragraph 8 of this Agreement. For the avoidance of doubt, the annual change to the Monthly Subscription Charges will not provide you with a right to cancel this Agreement.

In addition to changes that are exclusively to your benefit, if we make (a) changes to the Services that are expressly permitted under the terms of this Agreement, or to certain cost based charges (e.g. paper bill charges or international call rates) in a way that is not likely to cause you material detriment (see paragraph 8.7 of the Agreement for more details); (b) purely administrative changes that have no negative effect on you; or (c) changes that are directly imposed by law, or where we have a legal or regulatory obligation to pass on cost increases, we will notify you in accordance with paragraph 20 of the Agreement and you will not be entitled to cancel this Agreement during your Minimum Period without paying an Early Termination Charge.

If the changes we make relate only to an Optional Add-on Service, any cancellation right will be limited to that Optional Add-on Service (see paragraph 8.5 of the Agreement for further details).

If the changes we make only relate to a Supplementary Service, and those changes provide you with a right to cancel that supplementary service, we will notify you of this and inform you of your right to cancel the affected supplementary service and this agreement without paying an Early Termination Charge Any cancellation right will be limited to where you are already signed up to that Supplementary Service (see paragraph 8.5 for further details).

## Your Pay Monthly Mobile Agreement in Full

Your Pay Monthly Mobile Agreement with us (this "Agreement") is made up of the following different parts (where relevant):

- **I - Services Agreement**

This is about how you access our Network and other Services.

- **II - The Equipment Agreement**

This covers any Mobile Phone or other Equipment we sell you or give you when you sign up for our Services (note, this should not be confused with a Device Plan).

- **III - General Terms and Conditions**

This relates to the general legal terms and conditions that apply and which also include:

- the Volt terms for O2 customers which can be viewed at: <https://www.o2.co.uk/termsandconditions/mobile/supercharged>. These terms will only form a part of your Agreement once an eligible order for your Services to be supercharged with Volt has been accepted by O2.
- the latest "**Tariff Terms**" covering the types of calls you can make, messages you can send and data you can use and includes a link to the [Extra charges guide](#). These can be viewed here: [www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms](http://www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms).
- our "**Fair Use Policy**" that explains your usage obligations, how to avoid breaching these obligations and what will happen if you don't comply. These can be viewed here: [www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-policy](http://www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-policy). These change from time to time so we suggest you check them regularly.

- subject to paragraph 8 of this Agreement, any terms for other relevant promotions, offers, goods and services we supply to you. For more information, please visit [www.o2.co.uk/terms](http://www.o2.co.uk/terms).
- Although not part of this Agreement, our latest "**Privacy Policy**" sets out how we collect and use your personal information, which can be viewed at [www.o2.co.uk/termsandconditions/privacy-policy](http://www.o2.co.uk/termsandconditions/privacy-policy).

We've defined some of the words in this Agreement to make it easier to read and understand. You can find the list of definitions at the end of this Agreement.

## I - Services Agreement

1.1 These are the terms and conditions on which we supply Services to you. Additional Services (including services relating to goods), offers and promotions may have additional terms and conditions. If we supply Additional Services we'll usually put the related terms and conditions on our Website and/or in our marketing materials. Please check our Website because we update it regularly. To contact us, visit [o2.co.uk/contactus](http://o2.co.uk/contactus) on our Website.

### 2. The Services we supply and what you can expect of us

2.1 The Services are available in the UK and you can access certain Services in our Europe Zone. The Services aren't available in all other countries. Where Services are available in a country, they may be restricted to certain areas of that country. Not all Equipment and SIM cards will be able to receive all Services. We may not provide Services to Equipment and SIM cards that is not able to receive the relevant Service or is not approved by us. Some Equipment facilities and Services may be available at a later date and additional charges may apply.

2.2 The Network and Services are variable in nature and aren't fault-free; a range of different geographic, atmospheric or other conditions or circumstances beyond our control can impair it. For instance, coverage is affected by things like the thickness or material of the walls of the building you're in. It might also depend on how many people near you are trying to use the Services at the same time. For more information about the things that affect coverage and data speeds, please look at the dedicated Network pages of our Website at [o2.co.uk/network](http://o2.co.uk/network). You're entitled to the quality of service generally given by a competent mobile telecommunications service provider, using its reasonable skill and care. We will attempt to re-perform disrupted Services when possible. We may direct and manage traffic on our Network as is required to deliver this quality of service, including in some circumstances directing traffic onto different components of our Network such as 3G, 4G, 5G and wifi. You can disable wifi in the settings on your Mobile Phone or possibly other Equipment if you do not wish to use that part of our Network. We may also carry out updates, upgrades, repairs and maintenance work to our Network and/or Services from time to time. Sometimes technical issues, impaired quality of service or outages on our Network can occur. If something goes wrong, we'll try to fix it quickly. If you experience continuous or regularly recurring disruption to the Services we will endeavour to fix the Services and you may be entitled to a partial credit of your Monthly Subscription Charges to cover the period that your use of our Services was disrupted. To

receive a partial credit, please report this disruption to our customer services team by calling 202 free of charge from your O2 mobile. We will assess the disruption against your typical usage history. We may offer you alternative products or services to address the disruption, and an alternative means of accessing the disrupted Services must not be available to you. If our Services are materially degraded for an unreasonable period of time you may be able to leave your Agreement with us early without paying an Early Termination Charge (although you'll need to pay off any relevant Device Plan unless the Device Plan constitutes an Unrelated Agreement that you have decided not to end). Contact us to discuss your options.

2.3 We'll allocate you a number for use of your Mobile Phone or certain other Equipment on the Network. The number does not belong to you and may be transferred to another service provider only in certain circumstances, including by using the "Auto-switch" process. The details regarding your right to switch providers and to port your mobile number are available at <https://www.o2.co.uk/help/device-and-sim-support/how-to-keep-your-mobile-number> and from our customer services team.

2.4 We may record or monitor some calls, emails and any other communications between you and us (including those for example on social media) for training and quality control and our lawful business purposes. Our third party agents may do the same.

2.5 Other than in our Europe Zone, you will be charged for incoming calls if you're using your Equipment abroad, including the cost of receiving voicemail messages. If you use Services abroad, it will usually take longer to be billed. It's best to check the cost of using your Equipment abroad (excluding our Europe Zone) before you travel. Accidental roaming might occur if you are in an area close to national borders because your Equipment picks up a network across the border. If this happens, you may be charged as though you were roaming on an international network. You can prevent this if you are near a national border by setting your Mobile Phone or other Equipment (as applicable) to do a manual network selection and select the 'O2' Network. For more information about using our Service abroad, please visit your nearest O2 store or [www.o2.co.uk/international](http://www.o2.co.uk/international).

2.6 The Service enables access to Content which may be chargeable. You may use Content only in a way that doesn't infringe the IP Rights of others (we call this "Approved Use"). You must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than for an Approved Use.

2.7 We may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time (see paragraph 8.8 for rights you may have if variations are likely to materially disadvantage you). If, as part of your Agreement, we enable you to access Content that is supplied by a third party and is subject to their terms and conditions (Third Party Content), we are not responsible for any changes made by that third party to the Third Party Content, or for notifying you of those changes as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this Agreement during your Minimum Period without paying an Early Termination Charge as a result of changes to Third Party Content (see paragraph 8.9).

2.8 You're solely responsible for assessing the accuracy and completeness of Content and the value, age-appropriateness and integrity of goods and services offered by third parties over our Service including if you pay for that Content, or those goods or services using our Service(s). Unless otherwise specified, we will not be responsible for any transaction for third party goods and services, unless we're negligent.

2.9 You must give us your current email address and postal address for the purposes of billing and receiving Notices and other communications from us. You cannot provide us with addresses for businesses or organisations. You must keep this address up-to-date and/or tell us immediately if there are any changes to it. You're responsible for making sure your email address works and you'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we're negligent. If you want to update the email address we have for you, please do this online at MyO2.

2.10 Subject to paragraph 8, we can add to, change, substitute, or discontinue any Additional Services we provide at any time. We don't guarantee any particular Additional Services will continue to be available. We have no liability for any service supplied by a third party subject to their terms and conditions, including if they are defective or deficient, and any dispute with a third party will not affect your obligation to pay us for such services. As set out in paragraph 8.9, we are not responsible for notifying you of changes made by such other organisations to the third party services, charges or terms and conditions.

2.11 You can ask us to include your Mobile Phone number in a telephone directory and/or a directory enquiry service. But you should know that if you request this service your number will be visible to companies that compile information for marketing purposes. If you're worried about this, you can stop most unsolicited marketing calls by registering your Mobile Phone number with the Telephone Preference Service at [tpsonline.org.uk](http://tpsonline.org.uk). If you want your Mobile Phone number to be included in a directory and/or a directory enquiry service, please tell our customer services team.

2.12 When you sign up to this Agreement, you can view your bill and make some changes to your account online at My O2.

### **3 When this Agreement starts**

3.1 This Agreement starts on: (i) the date of your order confirmation; or (ii) (if applicable) the day you receive your Equipment and/or SIM Card.

3.2 At the end of any Minimum Period this Agreement will continue until it's ended by you or us in line with paragraph 8.2 below. This Agreement may end at any time if you or we end it in line with paragraphs 5 or 8.

3.3 If you upgrade with us or one of our partners you agree that a new agreement on the then current Pay Monthly Mobile Agreement and (if relevant) a new Minimum Period will apply. This will

start on: (i) the date of your order confirmation; or (ii) (if applicable) on the day you receive your Equipment and/or SIM Card.

If you are disconnected from the Service and later re-connect, this could affect your upgrade eligibility.

3.4 Please see paragraph 10 below for your right to change your mind about this Services Agreement.

#### **4 Things we may have to do**

4.1 Subject to paragraph 8.8, occasionally we may have to:

- (a) change your Mobile Phone number, or any other name, code or number, or the SIM Card associated with the Service. This might be if we're asked to do so by a government or regulatory body or if we reasonably believe that the change will make your use of the Service better. We'll give you reasonable notice before we make this type of change;
- (b) temporarily suspend the Service (or any part of it) including (but not limited to) for operational reasons, in an emergency, or for reasons of security. This might be if we're asked to do so by a government or regulatory body; or
- (c) bar access to certain numbers or Equipment from the Service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Equipment and/or the Service.

4.2 From time to time, we may need to migrate your account from one billing platform to another. If you are migrated, your billing date and the way that you are billed may change. If any migration will materially affect your Service or billing, we'll give you notice and, where we believe such a change is likely to cause material detriment to you, we will notify you of this and you may have a right to cancel the Agreement without paying an Early Termination Charge in accordance with paragraph 8.8(a)(ii).

#### **5 Charges for our Services**

5.1 Detailed charging information can be found in our [Extra Charges guide](#) and in our Tariff Terms. Subject to paragraph 8, paragraph 19 and paragraph 20, we may vary our charges at any time, (although, please note this does not apply to the Monthly Subscription Charges and out of bundle Charges which are subject to an annual change pursuant to paragraph 5.2). Any changes to your charges will be notified to you in accordance with these terms and conditions.

**5.2 Each year, your Monthly Subscription Charge will be subject to an annual increase by a fixed amount, this will be shown from your April bill onwards. Full details of your monthly price, including the fixed amount increases, are set out clearly in your contract forms and order confirmation documents. Out of bundle Charges will increase by 5% each year from 1 April. Our Extra Charges guide sets out current pricing information about out of bundle charges and**



**additional services which are not included in your Monthly Subscription Charge. Your inclusive allowances cover mainland calls, texts and data in our Europe Zone, except if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK. Special numbers and services (such as premium rate numbers and some 08 numbers) are not included. Please see our Tariff Terms and Website for more details about specific tariffs and Charges outside your allowances.**

5.3 You must pay the Charges on your monthly bill by the date stated on your bill. For any overdue payments we may charge interest at 2% per annum above the base lending rate of HSBC Bank Plc. That interest will be calculated from the due date until the date of payment and on a daily basis. We reserve the right to charge a late payment fee for our reasonable administration costs which result from late or non-payment of Charges. Further information about any such fees will be posted on our Website.

5.4 We can't set usage limits on your account unless the capability is made available by us to you, and you choose a limit. We'll try to monitor usage of the Service through your account to control our credit risk and your exposure to fraudulent usage or unintended Charges caused by your usage, but we can't guarantee this and O2 is not responsible or liable for any such fraudulent usage. If we see usage on your account that causes us concern, we might restrict use of the Service on your SIM Card and/or bar your SIM Card. You'll need to contact us before you can use any of the chargeable aspects of the Service again. You may also have to make an interim payment before the Service can be restored.

5.5 If we see an unusual pattern of payments or behaviour on your account that causes us concern and/or in order to comply with our anti-money laundering obligations, we might restrict use of the Service on your SIM Card and/or your ability to make payments. You'll need to contact us before you can continue to use our Services or make payments as normal.

5.6 You should keep your SIM Card safe even if you're not using it. You're liable for all Charges incurred under this Agreement whether by you or anyone else using your SIM Card (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.

5.7 We require you to pay your Charges by direct debit unless we tell you otherwise. An additional Charge may apply if you don't pay by direct debit. We will set out the amount of any such charge on our Website. If you are paying by credit or debit card you authorise the payment card company to give us and, on a strictly confidential basis, to our sub-contractors and/or agents, details about your payment card account if it's necessary in connection with the Agreement. You also authorise them to let us know if your payment account is terminated or suspended at any time.

5.8 Paper bills are a supplementary service and there is an additional Charge to have your bills in paper format.

5.9 Unless we say otherwise, Charges which are normally monthly but are being measured for periods of less than a month will be calculated on a pro rata basis.

5.10 There are minimum call Charges; see our Tariff Terms and Website for details of these and other Charges.

5.11 Further detail about how we measure and charge is set out in our Tariff Terms and our [Extra charges guide](#). In the event of inconsistency with this paragraph or any relevant charges, the Extra Charges guide shall take precedence, followed by the Tariff Terms, followed by these terms. Each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding rules (if the last digit is a 4 or lower we'll round down, otherwise we'll round up). If applicable, VAT (at the prevailing rate) is then added to the total of all Charges on your bill, with the VAT part of the charge being rounded down to the nearest penny.

5.12 You may be charged to receive certain premium-rated calls, text messaging services, multimedia messaging services and Content, including where you authorise adding Additional Services to your bill. Information is available at [www.o2.co.uk/premiumnumberpricing](http://www.o2.co.uk/premiumnumberpricing). Please check these before using premium-rate services. Most premium-rate services are operated by third parties. For third-party premium sms and subscription services, please check the promotional material for advertised rates before you use these services. As set out in paragraph 8.9, we are not responsible for notifying you of changes made by such other organisations to the third party services, charges, or their terms.

5.13 We may require a deposit before we'll give you access to the Service or before we'll continue to provide the Service to you. We may hold this deposit until you've paid all sums that you owe us under this Agreement. If you owe us money, we may use the deposit to settle or part-settle what you owe us. We'll refund any deposit we're still holding (if you ask) on termination of this Agreement or, if you ask, after three months of continuous on-time bill payments. If you don't ask for the deposit back, it will be added as a credit to your account. We won't pay any interest on any deposit we hold.

5.14 The Tariff Terms explain if, when, and to which available tariffs you may be able to move.

5.15 If you have a Shared Tariff or a group of related connections ("Family") on your account you are and will remain responsible for the Charges for the Shared Tariff or Family and all SIM Card connections within the group, even though others may use those SIM Cards (including the lead connection), will have their own tariffs and/or may pay their bill separately. If the Charges for the lead connection are not paid, it is disconnected or you cancel your Agreement, it will affect the rest of the group and those other connections may not be able to access the Shared Tariff or a Family offer and/or may also be disconnected, which can affect related Device Plans. Each connection will need its own SIM Card and tariff to access the allowance in a Shared Tariff and information about the usage of the Service by the different SIM Cards/connections in a group will be available in your MyO2 account. You need to ensure that if there are other users in a Shared Tariff or Family, they have consented to the disclosure of their usage.

## 6 What we expect of you

6.1 You must use the Equipment, SIM Card(s) and the Service in the way described in any User Guides, or other instructions issued by us and in a responsible manner. You must use suitable equipment for the Services you're trying to use. If you are a parent or guardian, you are responsible for the use of the Equipment and the Service by a child or young person in your care.

6.2 You agree:

- (a) to give us any information you provide us or we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date;
- (b) to take adequate steps to avoid damage to the SIM Card or unauthorised use or theft of the SIM Card;
- (c) that the SIM Card will at all times remain our property and you are not entitled to resell or distribute the SIM Card or the Service to anyone else;
- (d) that we sometimes may need to send information to you such as: (i) security information to your SIM Card by text message (like checking you are who you say you are when you sign up online for one of our or a third party's services) or (ii) information to allow access to some security features directly from your Mobile Phone/Equipment (like changing the Personal Identification Number (PIN) to access your voicemail remotely); or (iii) information to notify you of end of contract costs or allow you to make tariff changes, and you need to make sure that nobody else can use your SIM Card to access this kind of security information;
- (e) to tell customer services as soon as possible by telephone or through the 'Contact Us' section of our Website if the SIM Card or your Equipment is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner; and
- (f) to cooperate with us in our reasonable security checks.

6.3 You must not use or permit anyone else to use the Service:

- (a) fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;
- (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 IP Rights or anyone's privacy or is otherwise unlawful;
- (c) to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;
- (d) to generate Artificially Inflated Traffic or in a way which may harm our Network and/or affect the experience of other customers; or
- (e) to persistently send automated unsolicited communications (including SMS spam).

6.4 You must not establish, install or use a Gateway Device or SIM Box without our prior written consent (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls, using large volumes of data or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.

6.5 You must tell us immediately by contacting The Data Controller at Telefónica UK Limited, 500 Brook Drive, Reading, Berkshire, RG2 6UU, United Kingdom or through the 'Contact Us' section of

our Website if anyone makes or threatens to make any claim or issues 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 about. If we ask you to, you must confirm the details of the claim(s) in writing.

6.6 You agree that you are taking the SIM Card(s), Equipment and the Service solely for your own reasonable personal use and you are not allowed to re-sell our Services without our express permission.

## **7 When we might bar or disconnect your SIM Card**

7.1 We can, at our discretion and without notice, bar your SIM Card from making calls (other than to the emergency services), sending messages or accessing data and/or disconnect it from the Network:

- (a) if you do not comply with your obligations under paragraph 6 or any of the events set out in paragraph 8.1 occur;
- (b) if the SIM Card is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your SIM Card or there is no usage on your SIM Card or account for a significant amount of time;
- (c) if you are 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) if you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect our Network or reputation.

7.2 You may have to pay an unbarring charge and, if relevant, a reconnection charge if the Service is temporarily barred and/or your SIM Card is disconnected from the Network for the reasons stated above. As a condition of unbarring or reconnecting your Service we may require that you set up a direct debit authority for the payment of any future Charges.

7.3 If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended under paragraph 8.

## **8 Ending the Agreement**

8.1 As well as any other rights we have, we can end the Agreement at any time, with immediate effect if:

- (a) you don't pay Charges when they are due. This includes any deposit we've asked for;
- (b) you break this Agreement in any material way and you don't correct the situation within 7 days of us asking you to;
- (c) we reasonably believe that the Service is being used in a way forbidden by paragraph 6, even if you don't know that the Service is being used in such a way;
- (d) you're in breach of paragraphs 6.3 (a)-(e) or you persistently behave in a way that would allow us to bar your SIM Card in accordance with paragraph 7 of this Agreement;
- (e) we reasonably believe that you are infringing or have infringed our IP Rights or the IP Rights of a

third party;

(f) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or

(g) you refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.

8.2 Subject to paragraph 8.3, this Agreement can be ended by either you or by us giving at least 30 days' Notice and unless your statutory or regulatory rights allow otherwise, you must pay us any outstanding Charges, including the Charges for this notice period. However, if you use a PAC or STAC that you have requested from us to switch to a different provider, this Agreement will terminate on the date that the new provider activates the services that you are switching, and (subject to Early Termination Charges or other fees that may be due to us) you will only be required to pay Charges up to the point of termination.

8.3 Unless otherwise specified, if you end this Agreement during any Minimum Period or we end this Agreement under paragraph 8.1(a)-(e) and (g):

(1) you must pay us a fee of no more than your Monthly Subscription Charges multiplied by the number of remaining months up to the end of the Minimum Period, including VAT (calculated at the prevailing rate) and minus 4% for early receipt of payment ("**Early Termination Charge**") as well as any other Charges that may be due. One-off discounts will not be included in the Early Termination Charge calculation. If you pay us the Early Termination Charge in a single payment we may reduce the amount due by a rate determined by us. This doesn't apply if you end the Agreement for the one of reasons in paragraph 8.4, 8.5, 8.6(c), 8.8 (b) or 8.10 below.

(2) If you have a Device Plan you will have to repay it in full at the time that this Agreement is cancelled, unless the Device Plan constitutes an Unrelated Agreement that you have decided not to end.

8.4 You can end this Agreement by giving us: Notice (in line with paragraph 19) if:

(a) we break a material term of this Agreement which completely restricts our ability to provide you with the Service and we don't correct it within 7 days of receiving your complaint; or

(b) we go into liquidation or a receiver or administrator is appointed over our assets.

8.5 Subject to the exceptions in paragraphs 8.6, 8.7, 8.8 and 8.9 if:

(a) we change the terms of this Agreement in a way which is not to your exclusive benefit;

(b) we make any changes to the contracted Services (other than those permitted under the terms of this Agreement), which are not exclusively to your benefit; or

(c) we increase any of our Charges that you are required to pay (other than a change to your Monthly Subscription Charges in accordance with paragraph 5.2) under this Agreement,

we will give you at least 30 days' notice of such a change and inform you of your right to cancel this Agreement without paying an Early Termination Charge by giving us notice in accordance with the instructions set out in our notification. You need to give us your cancellation notice within 30 days of

us notifying you. If you cancel the Agreement under this paragraph 8.5, your contract will terminate on the earlier of (i) 30 days after your notice is deemed delivered in accordance with paragraph 19.1(a), or (ii) as soon as the provider you switch to activates its services, when you use a PAC or STAC Code; or (iii) the date on which the change comes into effect or, where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date.

8.6 Other than where the exceptions in paragraphs 8.7, 8.8 and 8.9 apply, where a change described in clause 8.5 relates:(a) only to an Optional Add-on Service that you have already signed up to, and you decide to cancel this Agreement due to the change in the Optional Add-on Service and you are within your Minimum Period for your core Services, you may still be required to pay an Early Termination Charge by way of compensation to us for ending the core Services early. We will inform you if this is the case;(b) only to a Supplementary Service that you have not already signed up to, you will not have the right to cancel this Agreement; or(c) only to a Supplementary Service that you have already signed up to, and the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to cancel the affected Supplementary Service and this Agreement without paying an Early Termination Charge by giving us notice in accordance with the instructions set out in our notification.

For the avoidance of doubt, this Agreement does not apply to Non-bundle Services. Any changes to Non-bundle Services will be governed by the terms of those services, and any changes to those services will not be covered by the rights to cancel this Agreement in paragraphs 8.5 and 8.6. If you wish to end an agreement for any Non-bundle Service, please refer to the terms for those services.

8.7 Your right to cancel without paying an Early Termination Charge set out in paragraphs 8.5 and 8.6 shall not apply if we make any changes to the Charges, Services, or the terms of this Agreement that are exclusively to your benefit or for the following reasons:(a) the change is due to a change in law (including a change required by government or a competent regulatory body). that applies to us and/or the Equipment or Services we provide. This includes any increase in the rate of VAT, the imposition of new tax or the extension of an existing tax that has not previously applied; (b) the change is purely administrative and has no negative effect on you; or(c) we have a legal or regulatory obligation to pass on cost increases (e.g. where the service charge for calling 084, 087, 09 and 118 numbers increases).

We will inform you of any changes made for the reasons set out in this paragraph 8.7 in accordance with paragraph 20.2. If you decide to cancel this Agreement due to a change made for the reasons set out in this paragraph 8.7 and you are still within your Minimum Period, you may still be required to pay an Early Termination Charge by way of compensation to us for ending the Services early.

8.8 Other changes:

(a) subject to paragraph 8.8(b), where our Charges or Services change in the ways described below, you will not have the right set out in paragraphs 8.5 and 8.6 above to cancel this Agreement during your Minimum Period without paying an Early Termination Charge:

(i) changes to Charges that are based on the cost of providing the Service to you or carrying out the relevant task, only to the extent that any change is directly attributable to the cost element and is not made more frequently than once in any month. E.g. cost-based elements such as paper bill charges, Early Termination Charges, and Late Payment Fees;

(ii) changes to Services which are variable and permitted under the terms for that Service. Examples of such permitted variability include but are not limited to Network and Services (see paragraph 2.2), Content (see paragraph 2.7) and other operational arrangements (see paragraphs 4.1 and 4.2);

(iii) changes to international call rates that are directly linked to increases in wholesale rates notified to us by other providers. Any changes to charges under this sub-paragraph (iii) will be notified to customers and will not be made more frequently than once per month.

(iv) changes to roaming services and charges that are directly linked to increases in wholesale rates or technological or service changes notified to us by other providers. Any changes to services or charges under this sub-paragraph (iv) will be notified to customers and any changes to charges will not be made more frequently than once per month.

(b) We will notify you of a change under paragraph 8.8(a) in accordance with paragraph 20. If we believe such a change is likely to materially disadvantage you, we will notify you of your right to cancel this Agreement and you may cancel this Agreement without paying an Early Termination Charge in accordance with paragraph 8.5 above.

8.9 If we enable you to use a service that is supplied by a third party and is subject to their terms and conditions, we are not responsible for any changes made by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes, as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this Agreement during your Minimum Period without paying an Early Termination Charge as a result of those changes.

8.10 If you have a Linked Agreement with us and you are notified by us of a right to cancel that Linked Agreement because of a change that we have made to that agreement, you may be able to also cancel this Agreement. We will notify you if this is the case.

8.11 If you end this Agreement and have a credit on your final bill, please go to [www.o2.co.uk/finalbillrefund](http://www.o2.co.uk/finalbillrefund) and we'll arrange to have this refunded to you.

8.12 If you request a PAC or STAC code via the "Auto-switch" process because you are switching provider, or thinking of doing so, and your request relates to fewer than 25 mobile numbers, we will provide you with information about the process, including any charges payable, repayment of credit balances, compensation rights and the impact on any other services we provide to you. You can find out more information about the Auto-switch process in respect of the Services and services provided under Linked Agreements, and your rights in relation to switching, at <https://www.o2.co.uk/help/device-and-sim-support/how-to-keep-your-mobile-number>.

## **9 The Equipment you use with a SIM Only Tariff**

9.1 If you buy a SIM Only Tariff from us, your current Equipment may be locked to another network and you may need to get an unlocking code from your current network operator and/or Equipment manufacturer. The unlocking code isn't the same as your PIN. If you enter the wrong unlocking code it might permanently block your Equipment. We accept no responsibility for Equipment blocked in this way or for any costs in providing an unlocking code. Parts of our Service may not work with Equipment that is not supplied by us.

## **10 Important - your right to change your mind about the Services Agreement and Equipment**

10.1 Unless we've said otherwise and if you purchased your Service directly from us (rather than one of our distributors), you can cancel this Service Agreement before the end of the 14 day Change-Your-Mind Period. This is in addition to any statutory or regulatory rights you may have. It applies as long as you give us notice within this period either by returning your SIM Card to any O2 shop or by calling customer services. Check our Website, ask in an O2 shop or call customer services for details of our Change-Your-Mind Period.

10.2 If you are cancelling under paragraph 10.1 you must return any Equipment that we supplied or sold you as part of this Agreement, undamaged, unlocked (i.e. free of security or software locks) with proof of purchase, in the original packaging and complete with all the original parts, within the Change-Your-Mind Period. You must return it through the channel you were sold it or through the methods described in our repair and returns policy. Check our Website, ask in an O2 shop or call customer services for details of our repair and returns processes. You'll be charged for Non>Returns.

10.3 Your Services may begin immediately if you already have a SIM Card or will begin when you receive a SIM Card. You can use the Service during the Change-Your-Mind Period, but you will have to pay for the cost of any Charges incurred (including a daily rate to cover your Monthly Subscription Charges for the appropriate number of days you have the Service, calls, texts or data, third party services as well as roaming or other usage that may take longer to be billed).

10.4 Subject to paragraphs 12 and 13 below, if you cancel this Service Agreement during your 14 day Change-Your-Mind Period, any Equipment Agreement that you agreed to at the same time for the supply of any Equipment will also be cancelled unless you choose to pay in full for your Equipment in line with the terms of a Device Plan. See paragraph 13 for further details on returning or replacing Equipment.

## **II - The Equipment Agreement**

11 These are the terms and conditions on which we (rather than one of our distributors) supply Equipment to you.



## 12 Your Equipment

12.1 Unless we've specifically agreed to sell you Equipment on an "equipment only" basis, we're supplying it to you because you've agreed to enter into the Services Agreement and to receive the Services for a Minimum Period. Some tariffs may only be taken in conjunction with sale of Equipment and/or a Device Plan. Because you've agreed to subscribe to our Services, unless you've agreed to a separate Device Plan (see paragraph 12.6, below) we may supply the Equipment to you for no charge or for a charge that includes a large reduction on its normal cost. If you cancel the Services Agreement under paragraph 10, this Equipment Agreement will also be cancelled.

12.2 Charges for Equipment will be detailed on our Website or in any relevant marketing materials. The cost of any Equipment bought on an "equipment-only" basis or any additional Equipment purchased will be detailed on our Website or in any marketing materials. The cost will be payable at the time of purchase or added to your first bill (as we agree) or as set out in a Device Plan.

12.3 Any Equipment that we deliver to you or that you collect is your responsibility once it is collected by you or delivered to you. Once you've collected or received it and (if applicable) paid for it either in-store, online, on your first bill, or via a Device Plan, you own the Equipment. This does not affect our rights to carry out any of the actions set out in paragraph 7.

12.4 If you bought your Equipment 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'll be able to return it for repair and, if appropriate, a replacement or refund if you follow our repair and returns policy. If you do not return Equipment you claim is defective, so that we can satisfy ourselves as to the defect, you'll be charged for Non>Returns. Digital Content (such as apps or software) preloaded on such Equipment will often contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods. This doesn't affect your statutory or regulatory rights.

12.5 Please look on our Website or contact customer services for details. You should call us as soon as possible if any of the circumstances above apply to you to make sure that you are able to exercise any rights you have. Alternatively, if you experience any difficulties with your Equipment within your warranty period, you can contact the manufacturer for replacement or repair under the manufacturer's warranty service usually detailed in the User Guide(s). This doesn't affect your statutory or regulatory rights.

12.6 If you agreed to buy your Equipment under a Device Plan, the terms for payment of the Equipment will be as set out in that Device Plan. The terms of the Device Plan will take precedence in the event of any conflict between it and this Agreement. If you end the Services Agreement under paragraph 8, other than in circumstances where you end it under paragraph 8.4 or we inform you that you have a right to cancel without paying an Early Termination Charge pursuant to paragraph 8, we may take the actions set out in the Device Plan including (unless the Device Plan constitutes an Unrelated Agreement that you have decided not to end) requiring you to repay immediately the full amount for the Equipment.

12.7 You are responsible for ensuring that your Equipment is compatible with the Services you have taken from us and has the necessary software updates and installations required in order to access the Services. You are responsible for backing up your data and other software before transferring it or reinstalling it on new Equipment. You must follow the instructions we provide to you about accessing your Services through your Equipment.

### **13. Important - your right to change your mind about the Equipment Agreement**

13.1 Unless we've said otherwise, if you purchase Equipment directly from us (rather than one of our distributors), you may return your Equipment to us once for a replacement or cancel the Equipment Agreement and Services Agreement within the 14 day Change-Your-Mind Period. This is in addition to any statutory or regulatory rights you may have. You must return it either to an O2 shop or through the methods described in our repair and returns policy. Check our Website, ask in an O2 shop or call customer services for details of our repair and returns policy.

13.2 Unless we tell you otherwise, we'll bear the reasonable postage costs of returning the Equipment with all original parts and the original packaging as long as you follow our returns and repairs policy, otherwise you must bear the cost of returning the Equipment to us. If you do not, we may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request. If you paid any money for the Equipment, we'll refund that money to you when we get the Equipment back from you in satisfactory condition (which includes being free of any security or software lock), less any Charges; or we will cancel your Device Plan if applicable. If you are entitled to a replacement for your Equipment, you must return your original Equipment to us before we replace it, or if you are provided with a replacement before you have returned your original Equipment, in line with paragraph 10.2, you may be charged for Non>Returns.

13.2 You have the right to reject defective Equipment within a reasonable period as set out on our Website. However, if you request a replacement and you don't return the original Equipment so that we can satisfy ourselves as to the defect, you'll be charged for the Non-Return.

13.4 If you cancel your purchase of Equipment outside the Change-Your-Mind-Period, you may still be liable to us for the Charges under your Service Agreement for the duration of any Minimum Period and the instalments under a Device Plan.

13.5 Nothing in paragraph 13 affects your statutory and regulatory rights.

## **III - General Terms and Conditions**

14.1 These General terms and conditions are part of the Services Agreement and/or Equipment Agreement that you've agreed to.

## **15. Limitation of Liability**

15.1 Unless specifically stated otherwise, we have no liability other than the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider and retailer. We don't accept liability for losses which haven't resulted naturally from our breach or which we could not have seen coming, or any loss of data, profits, business, costs, expenses, or any other form of financial loss. We will provide you with compensation that you are entitled to in accordance with your legal rights.

15.2 You agree we have no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless we are negligent.

15.3 Nothing in this Agreement excludes or restricts the liability of either you or us for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation.

15.4 If we're found to be liable to you including but not limited to breach of contract, tort (including negligence), misrepresentation or breach of statutory duty, our liability will not exceed £3,000 (except in either case under the paragraphs immediately above or below).

15.5 Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.

15.6 Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.

## **16. Loss or Damage to your Equipment**

16.1 If the SIM Card or your Equipment is lost, stolen, damaged or destroyed you'll be responsible for any Charges incurred (except for in certain circumstances) until you've contacted us to tell us what's happened.

16.2 You'll be required to continue payments for the Charges relating to the Services Agreement and Device Plan (if applicable) even if your Equipment is stolen. This Agreement will continue until it's ended by you or us in line with paragraph 8.

## **17. Things beyond our reasonable control**

17.1 Except for the obligations under paragraphs 5, 6, 7, 12.1, and 12.2 if either of us can't do what we've promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom we're not responsible (including other

telecommunication providers), acts of local or central Government or other competent authorities), neither of us will be liable for this.

## **18 Assignment**

18.1 You can't assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.

18.2 We can assign or transfer our rights and obligations under this Agreement or any part of it, on the same terms, to any third party.

## **19 Notices**

19.1 If you want to end the Agreement:

(a) for any of the reasons described in paragraph 8.2 or 8.4 (b), you must call customer services and (subject to paragraph 19.1(d)) give us Notice of at least 30 days;

(b) for any of the reasons described in paragraph 8.5 (a), (b) and (c), you must give us notice in accordance with the instructions set out in our notification;

(c) under paragraph 8.4(a) you must (subject to paragraph 19.1(d)) give us written notice of at least 7 days; or

(d) at any time, you may request a PAC or STAC code from us and when you use the PAC or STAC code this Agreement will terminate on the date that the new provider activates the services that you are switching (see also paragraph 8.2).

Termination of this Agreement under paragraphs (a), (b), (c) or (d) above, may result in the termination of a Device Plan (subject to its terms) unless the Device Plan constitutes an Unrelated Agreement that you have decided not to end.

19.2 Any other type of notice related to this Agreement must be:

(a) by you in writing and delivered by hand or sent by pre-paid post, to us at the address on your bill or be delivered through the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and Mobile Phone number when sending notice through the 'Contact Us' section of the Website; and/or

(b) by us in writing by post or email to you at the most recent address you've given us (and you must keep us updated if your details change), or by SMS, MyO2, bill communication, electronic

message, Website notification or other method of written notification which we may reasonably use to communicate with you.

## **20. Changes to the Agreement**

20.1 Subject to paragraph 8 of this Agreement, we can make changes to this Agreement at any time, including but not limited to for Network security reasons, legal or regulatory reasons, or if we wish to have all of our customers on the same terms and conditions. We may also need to change or withdraw all or part of your allowance included within your Monthly Subscription Charge, all or part of our Services if they are uneconomical, technically impractical, not fulfilling their purpose for you or us, or as a result of changes in technology. We may also change our Charges in accordance with paragraph 5 or introduce new Charges at any time.

20.2 Where we make changes to the Charges, Services or this Agreement where no right to cancel arises, we will update our website where appropriate. The latest version of this Agreement applicable to you will be available on our Website so please check [www.o2.co.uk/termsandconditions/mobile](http://www.o2.co.uk/termsandconditions/mobile) regularly for updates. In addition to posting the up to date version of this Agreement on our Website, where we consider it appropriate we may also inform you by electronic message, SMS, post or, email, MyO2 or bill communication of any changes we make to this Agreement and/or send you a link to the updated Agreement.

20.3 Where we make a change to the Charges, Services or this Agreement in accordance with paragraph 8 and such change provides you with the right to cancel this Agreement without paying an Early Termination Charge, we'll give you at least 30 days' Notice before the changes take place via electronic message, SMS, post or email in accordance with paragraph 19.

## **21. How we use your information**

21.1 You agree that we can search the files of credit reference agencies and that they may keep a record of that search. We can also carry out identity and anti-fraud checks with fraud prevention agencies and other third parties and we sometimes share data with such parties to protect you against fraud. We and other organisations can access and use the information recorded by fraud prevention agencies from other countries. If you give us false or inaccurate information and we identify or suspect fraud, we'll record this in accordance with our internal policies and/or industry standards. Details of how you conduct your account may also be disclosed to those agencies, organisations, law enforcement agencies and other telecommunications companies. The information may be used by us and other parties in assessing applications for and making decisions about credit, credit related services or other facilities and insurance (including motor, household credit, life and other insurances and claims) from you and members of your household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by us and other parties for checking your identity, checking details of job applicants and employees, statistical analysis about credit, insurance, fraud and to manage your account and insurance policies. We may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies while this Agreement is ongoing.

21.2 Information held about you by credit reference agencies may be linked to records relating to your Financial Associate(s). For the purposes of this application you declare that you and your Financial Associate(s) are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your Financial Associates that is likely to affect our willingness to offer the Service to you. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis. For the purpose of this paragraph a "Financial Associate" is someone financially linked to you (for instance, a spouse, partner or family member). We may also refuse to accept payments from you where we identify an unusual pattern of payments or behaviour, or to comply with our anti-money laundering obligations.

21.3 You authorise us and carefully selected third parties to use, assess, analyse and disclose, in the UK and abroad, information about you, your use of the Service(s) including, but not limited to phone numbers and/or email addresses of calls, texts, data and other communications ("Communications") made and received by you and the date, duration, time and cost of such Communications, how you conduct your account and the location of your Equipment for the purposes of operating your account and providing you with the Service(s) and services provided by others; to improve our and our partners' products and services and develop new ones; to manage our Network; to help us run and grow our business; to keep you informed about the end of your Minimum Period or other details relevant to your Service; for marketing purposes including amongst other things to identify and tell you about, or offer you, by phone, post, your Mobile Phone or other Equipment, email, text (SMS), or other means, any further products, services and offers which we or our partners think might interest you; for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency, bank or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us.

21.4 You can get more details from our public registration held by the Information Commissioner. If you want details of the credit reference or the fraud prevention agencies from whom we get, and with whom we record, information about you or you want to receive a copy of the information we hold about you (we'll charge a fee), please write to the Data Controller at Telefónica UK Limited, 500 Brook Drive, Reading, Berkshire, RG2 6UU, United Kingdom or go to the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and Mobile Phone number. If you don't want your details to be used to send you marketing communications, please opt-out in the relevant email or SMS, visit My O2, or write to us c/o The Data Controller, Telefónica UK Limited 500 Brook Drive, Reading, Berkshire, RG2 6UU, United Kingdom or through the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and Mobile Phone number. For details on how we use your information please refer to our Privacy Policy and Cookies Policy on our Website.

21.5 Some services or Additional Services provided by third parties may require the disclosure of information about the location of your Equipment. If you do not wish this to be disclosed, please contact 1300 from your Mobile Phone. You may be able to adjust settings on your Equipment to prevent certain location-based services. Please note we may pass information about the location of your Equipment to emergency services.

21.6 If you take an insurance policy from or through us, we'll exchange information about you and your account relating to that policy with the underwriters of the policy with the administrators of the policy and with any relevant insurance intermediaries (the "Insurance Providers"). Your personal data will be collected and processed by us, our agents and the Insurance Providers to the extent necessary for the policy described. This will include when we're making a decision about your eligibility for cover, premiums, assessing claims, and carrying out fraud prevention measures. We and the Insurance Providers may also pass information to law enforcement authorities, regulators and the Financial Services or the Communications Ombudsman.

## **22. Is there anything else?**

22.1 If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.

22.2 If you don't want your number to be shown on the phone of the person you're calling, dial 141 before their number. Otherwise our Network may show them your Mobile Phone number. Your number will be disclosed in relation to calls you make to emergency services.

22.3 If you want to complain about our Service, contact customer services (details are on your bill or on the "**Contact Us**" section of the Website). If you are still unhappy you can write for an impartial review to: O2 Complaints Review Service, PO BOX 694, Winchester, SO23 5AP. Please include your Mobile Phone number if you write to us. If we don't resolve your complaint you can contact the Communications Ombudsman. The Communications Ombudsman website is [www.commsombudsman.org](http://www.commsombudsman.org). You can contact them on 0330 440 1614, email [enquiry@commsombudsman.org](mailto:enquiry@commsombudsman.org) or write to them at PO Box 730, Warrington WA4 6WU. They offer a free, independent service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. You can check our Website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions. We are here to help. If something goes wrong, we want to put it right. You can find out more about our complaints process in our Customer Complaints Code which can be found at <https://www.o2.co.uk/how-to-complain>.

22.4 If you tell us that your Equipment has been lost or stolen, we have the right to prevent it and/or your SIM Card from being used on the Network. We may also tell other network operators the Equipment identity. They may choose to prevent the Equipment from being used on their networks too.

22.5 Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.

22.6 Third parties can't benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

22.7 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to. In addition to any rights and remedies provided to you in your Agreement with us (statutory, regulatory or otherwise), you also have other legal rights and remedies under consumer law. Some of the key legal rights you have are contained in the Consumer Rights Act 2015. For more information on your legal rights you may wish to seek independent legal advice or contact your local Citizens Advice Bureau.

## 23. The Definitions

23.1 In this Agreement (including these General Terms):

**"Additional Services"** means any Supplementary Services and / or Optional Add-on Services provided to you by us (as applicable);

**"Agreement"** means this agreement (which includes the Services Agreement, the Equipment Agreement (if relevant), the relevant General Terms, our Tariff Terms, and any other relevant terms specified on our Website). It also includes the details of your application for our Service;

**"Approved Use"** means use of Content in a way that doesn't infringe the IP Rights of others;

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

**"Charges"** means all the charges associated with Service(s) described in this Agreement, our Tariff Terms, on our Website and in any marketing material, including Monthly Subscription Charges, charges for Additional Services and charges under a Device Plan;

**"Change-Your-Mind Period"** means the number of days you have to cancel your Agreement and/or return or swap your Equipment, which will be 14 days after the later of: (i) the date of your application is accepted in-store, online or over the phone (ii) the date of your order confirmation or (iii) (if applicable) the day you receive your Equipment and/or SIM Card, unless otherwise specified. You will then have a further 14 days from the date of your notice to us to return any Equipment. Further details are set out in the returns and repairs section of our Website, in your welcome pack or on your till receipt;

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

**"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 supplied by third party content providers from time to time. Content may be chargeable;



**"Device Plan"** means a related agreement which specifies the terms under which you pay in instalments for your Equipment. If your Device Plan duration is over 24 months, after 24 months the Device Plan will be an Unrelated Agreement;

**"Early Termination Charge"** means a one-off fee described in paragraph 8.3;

**"Equipment"** means the Mobile Phone, laptop computer, netbook, tablet, wearable device or any goods we supply to you under the Equipment Agreement;

**"Equipment Agreement"** means the terms set out at Part II of this Agreement governing the sale of Equipment by us to you;

**"Europe Zone"** means the destinations listed on our website as being in our Europe Zone which may be updated from time to time;

**"Family"** means a group of related connections as further described in paragraph 5;

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

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

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

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

**"Linked Agreement"** means another agreement with us that is linked to this Agreement in a way defined as a bundle in Ofcom's Conditions of Entitlement effective from 17th June 2022;

**"Minimum Period"** means the minimum period for the Service selected by you and on which your Charges are based. This runs from the day on which the Service is first supplied (or from the day on which you take an upgrade) and may be 30 days (recurring), 12, 18 or 24 months depending on the tariff that you sign up for;

**"Mobile Phone"** means a cellular telephone or other device that you put a SIM Card into to receive the Services;

**"Monthly Subscription Charges"** means the fixed amount you have agreed to pay on a monthly basis (including any monthly recurring discounts you're entitled to) for the Services (i.e. the standard calls, texts and data in our Europe Zone included in your airtime tariff provided that if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK);

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

**"Non-bundle Service"** means services provided by us under a separate agreement that is not a Linked Agreement e.g. Priority from O2;

**"Non-Return"** means Equipment which we do not receive back into the relevant sales channel (e.g. an O2 shop or the location on the returns label if sold through a distance channel), or Equipment which is damaged, locked or disabled by security programmes or other software so that we are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

**"Notice"** means notice given in accordance with paragraph 19;

**"Optional Add-on Service"** means an optional add-on that you choose to take which does not form part of your core Services and which has no minimum term or has a minimum term or notice period of 30 days or less.

**"PAC"** means Porting Authorisation Code;

**"Service(s)"** means any service that we provide to you under this Agreement. It may include any or all (as the case may be) of the following services: airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services we agree to provide to you;

**"STAC"** means a Service Termination Authorisation Code;

**"Shared Tariff"** means a tariff which has an inclusive allowance which can be shared across multiple SIM Cards and/or items of Equipment;

**"SIM Card"** means the subscriber identification module card or an electronic version/simulation of subscriber identification module that you'll need to be able to use the Service;

**"SIM Only Tariff"** means a tariff where Equipment is not supplied when you subscribe to the Service;

**"Supplementary Services"** an extra service (excluding Optional Add-on Services) which is linked to the core Services provided by us under this Agreement which you use, register or sign up for and is described as a supplementary service in its terms and conditions (e.g., paper billing (see paragraph 5.8 above));

**"User Guide"** means any guide(s) or documentation supplied with your Equipment either by us or by your Equipment's manufacturer that explains how to use the Service with your Equipment;

**"Unrelated Agreement"** means the status of the Device Plan after 24 months;

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

**"We", "us", "our" or "O2"** means Telefónica UK Limited of 500 Brook Drive, Reading, Berkshire, RG2 6UU, United Kingdom. Registered in England and Wales under Company number 1743099.

Telefónica UK Limited is authorised and regulated by the Financial Conduct Authority (Reference Number 718822); and

**"You"** means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority (including using your account).

