

## TERMS OF ONLINE BILLING MANAGER WEBSITE USE

**(applicable to all users of the OBM Website including EE and Orange customers)**

### DEFINITIONS

**Agreement** mean the contract entered into between us and detailed in one of the following documents:

- your Customer Information Form, Business/Small Business CIF, OBSCA, OBSMA, OBA, or EEBA; or
- the EE or Orange Pay Monthly Terms, a copy of which can be found at the back of your EE or Orange phone user guide and at <http://www.EE.co.uk/terms>;
- your MSII or PSN contract (or such other contract which has replaced these) for customers that have taken services under those contract frameworks.

**General Terms** the general terms applicable to all users of the OBM Website.

**Online Ordering Terms** the additional terms applicable to users who are granted access to Online Ordering.

**We, Our and Us** means EE Limited.

### TERMS OF OBM WEBSITE USE

These Terms and, where applicable, the Online Ordering Terms (together with the documents referred to in them) tell you the terms on which you may make use of Our Online Billing Manager website <https://billingmanager.ee.co.uk> (**OBM Website**). Please read these terms of use carefully before you start to use the OBM Website. By registering for or using the OBM Website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, you should not proceed with registration or continue to use the OBM Website.

This is a legal document detailing your rights and obligations as an OBM Website Customer and Our obligations as a service provider. In case of conflict between these Terms and Conditions and your agreement for network services from Us, these Terms and Conditions prevail in respect of access to the OBM Website.

Where any orders are placed via Online Billing the terms of your Agreement will apply to such orders and in the event of any conflict the terms of your Agreement will prevail.

If you breach or compromise these Terms and Conditions in any way, We reserve the right to immediately terminate your access to the OBM Website and/or Online Ordering (together the **OBM Website Services**).

### INFORMATION ABOUT US

<https://billingmanager.ee.co.uk> is a site operated by EE Limited trading as EE, Orange and T-Mobile. We are registered in England and Wales under company number 02382161 and have Our registered office at Hatfield Business Park, Hatfield, Hertfordshire, AL10 9BW. Our VAT number is 771 5920 16.

We are a limited company and are regulated by the Office of Communications (Ofcom).

### ACCESSING THE OBM WEBSITE

Access to the OBM Website is permitted on a temporary basis, and We reserve the right to suspend, withdraw, amend or replace the service We provide on the OBM Website without notice. You recognise that the site may be adversely affected by events outside Our control. We will not be liable if for any reason the OBM Website is unavailable at any time or for any period.

From time to time, We may restrict access to some parts of the OBM Website, or the entire OBM Website, without limitation for the purpose of website maintenance or upgrades to the OBM Website Services.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are responsible for all actions that take place as a result of access to the OBM Website via your password or identification code.

There is a 30 minute time lapse before the Online Billing Manager session will time out, which could allow the session number to be recorded and a third party to illegally access the system. Therefore, you must ensure that your browser session is closed before leaving the work-station unattended by yourself.

You must notify Us immediately if you have reason to believe that any user name and password has become known to someone not authorised by you or is being or is likely to be used in an unauthorised way.

We have the right to disable or change any user identification code or password, whether chosen by you or allocated by Us, at any time, if in Our opinion you have failed to comply with any of the provisions of these terms of use or if there is doubt over the validity of the username/password and/or security check responses. If We change your user identification code or password We will notify you.

You may not use the OBM Website in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

You are responsible for making all arrangements necessary for you to have access to the OBM Website. You are also responsible for ensuring that all persons who access the OBM Website through your internet connection are aware of these terms, and that they comply with them.

In requesting a user name and password you accept any risk associated with this information being sent by email.

#### USAGE CONDITIONS

If you are a small or medium business customer with 49 or less employees, you will be charged a fee per registered user of the OBM Website. The charge will appear in your bill for network services from EE. If you are a large business customer with 49 employees or over the OBM Website Services are provided free of charge in consideration of your agreement for network services from EE.

The services provided to you through the OBM Website consist of the content of the OBM Website (including, where provided, Online Ordering) and are also provided to you as a result of your actions performed on the OBM Website.

Subject to these Terms and Conditions and your payment of the relevant charges for Online Billing Manager, any communications authorised by you (originating from a valid username and password) will be carried out by Us regardless of any conflict with other instructions given concerning your billing or service requirements. You must ensure that all instructions are accurate prior to being sent.

All requests must comply with the access rights of the username/password the request has originated from and must pass through the relevant security checks.

Whilst We will endeavour to process all transactions as soon as possible, certain transactions may take longer to process and they may therefore be processed on the next day which is not a Saturday, Sunday or bank or public holiday in the UK (**Working Day**).

All customers using the OBM Website are required to reduce their paper bill to a single page VAT invoice. If a customer wishes to receive more than a single page VAT invoice a charge may be applied for using the OBM Website.

#### SUPPORT

We will provide technical support for the OBM Website between the hours of 9am and 5pm (UK time) on Working Days. Any issues outside of these hours will be addressed the following Working Day.

We will provide support to one administrator per customer and any further users created by the customer will be supported by the administrator within the customer's organisation. Should the customer wish to have more users supported by Us an additional charge may be payable.

## CONFIDENTIALITY

In these Terms and Conditions, "**Confidential Information**" means any commercial or technical information in whatever form which is disclosed by one party to the other party for the purpose of provision or use of OBM Website and which would be regarded as confidential by a reasonable business person.

You and Us agree that Confidential Information, regardless of the form or how communicated or reported is confidential and shall be kept as such.

Except as set out below, all Confidential Information shall be used solely in conjunction with OBM Website.

Disclosure of Confidential Information is permitted:

- by each party to such of its employees, officers, representatives, advisers, contractors and suppliers who need to know such information for the purposes of the performance of these Terms and Conditions provided always that the disclosing party ensures such recipients comply with this section (Confidentiality);
- as may be required by law, court order or any governmental or regulatory authority;
- by Us to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the customer's account and performance under these Terms and Conditions or your agreement for network services with Us, and to any member of Our group companies, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;
- by Us as may be permitted pursuant to applicable laws and regulations relating to the processing of personal data and privacy;
- with the consent of the disclosing party;
- to the extent that information has come into the public domain through no fault of the receiving party; and/or
- by you to your group companies to the extent permitted under your agreement for network services with Us.

Ownership of any Confidential Information remains with the party who initially disclosed it. The OBM Website must not be discussed with any possible competitor of Us or in a manner which could prove detrimental to the success and future development of OBM Website.

Your transactions performed and recorded in the OBM Website will be monitored by Us and you may be contacted by Us in relation to them.

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the OBM Website, and in the material published on it. Those works are protected by copyright, trademark and other intellectual property laws and treaties around the world. All such rights are reserved.

Logos, product names, service names, trade names, colours, brand assets or any arrangement thereof form part of Our or of Our licensors' proprietary registered and/or unregistered trademarks and intellectual property. Any unauthorised use of these trade marks may constitute a breach of Our or Our licensors' intellectual property rights.

We grant you a non-exclusive, non-transferable right to view and use the OBM Website and its content for private, non-commercial purposes only and subject to compliance with these terms. You may print off or download extracts, of any page(s) from the OBM Website for your personal reference.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on the OBM Website must always be acknowledged.

If you print off, copy or download any part of the OBM Website in breach of these terms of use, your right to use the OBM Website will cease immediately and you must, at Our option, return or destroy any copies of the materials you have made.

By submitting any content or material to or through the OBM Website you warrant and represent that it is owned by you, or you are authorised to distribute it through the OBM Website. You grant to Us, and warrant that you have all necessary third party consents to grant Us, a non-exclusive licence to copy, modify, distribute and create a derivative work from that content or material without liability and you agree not to take action against Us in relation to it. You agree to indemnify Us immediately on demand in relation to any losses or damages including where appropriate any legal administrative or technical charges arising from or connected to your breach of this paragraph.

#### THE OBM WEBSITE CHANGES REGULARLY

We aim to update the OBM Website regularly, and may change the content at any time. We use Our reasonable endeavours to ensure the content on the OBM Website is accurate at the time of its inclusion however it may be out of date at any given time. If the need arises, We may suspend access to the OBM Website, or close it indefinitely.

#### YOUR LIABILITY

You must comply with all of these Terms and Conditions and you must notify Us immediately if:

- there is any suspected or actual breach; or
- if you become aware of any error or suspected error in the OBM Website or any transaction relating to or from it.

All records of transaction and invoices recorded in the OBM Website should be checked carefully.

You will be liable to Us for any loss We suffer as a result of any breach by you of these terms and conditions but except as stated below "Your Liability", is limited to payment of all outstanding charges due in accordance with the provisions of these Terms and Conditions.

You will be liable to Us without limit for breach of your confidentiality obligations or if you have been grossly negligent or fraudulent.

#### OUR LIABILITY

The exclusions below do not affect Our liability for death or personal injury arising from Our negligence, nor Our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Your access to the OBM Website and any action you carry out or decisions you take on the basis of data or information you obtain from or via the OBM Website is carried out entirely at your own risk. The material displayed on the OBM Website is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability.

We will not be liable to you for any loss you suffer as a result of Us acting on an instruction from a valid username/password whether authorised by you or not, except so far as We are grossly negligent. We will not be obliged to reverse or adjust any such transaction.

We will not be responsible for any misuse of the OBM Website by you or anyone else nor for any disclosure of Confidential Information (as defined above) where you have failed to take reasonable precautions to maintain the security requirements relating to the OBM Website.

We will not be liable to you for any losses you suffer if We are unable to provide Online Billing Manager to you because of any factor beyond Our control. We shall not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of Our obligations under them if such delay or failure results from events, circumstances or causes beyond Our reasonable control. In this instance you may be able to reduce your loss by telephoning Us instead (see Your Concerns section below for contact details or use your usual method of contacting Us).

We, other members of Our group of companies and third parties connected to Us hereby expressly exclude:

- any liability for any indirect or consequential loss or damage (whether foreseeable by Us or not) and incurred by any user in connection with the OBM Website or in connection with the use, inability to use, or results of the use of the OBM Website, any websites linked to it and any materials posted on it;
- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill; and
- wasted management or office time,

whether caused by tort (including negligence), breach of contract or otherwise.

Our total liability under or arising in connection with these Terms and Conditions in contract, tort (including negligence), breach of statutory duty or otherwise will be limited to the greater of £1,000 or 100% of the fees paid by the Customer for the OBM Website Services.

#### INFORMATION ABOUT YOU AND YOUR VISITS TO THE OBM WEBSITE

We process information about you and your users in accordance with Our privacy policy <http://explore.ee.co.uk/privacy>. This privacy policy applies to EE, Orange, EE and T-Mobile customers.

Our privacy policy does not apply to third party websites which the OBM Website may link to or which advertise on the OBM Website. These third party websites operate their own privacy policy which We encourage you to read.

By using the OBM Website, you consent to such processing and you warrant that all data provided by you is accurate. You warrant that EE and/or its third party supplier(s) have sufficient user consent to publish the personal information used in the Online Billing Manager solution.

Our secure-server software (SSL-128 bit) encrypts your personal information (including your name and address), converting it into bits of code that can be securely transmitted over the internet.

## VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse the OBM Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the OBM Website, the server on which the OBM Website is stored or any server, computer or database connected to the OBM Website. You must not attack the OBM Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the OBM Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the OBM Website or to your downloading of any material posted on it, or on any website linked to it.

## LINKS FROM THE OBM WEBSITE

Where the OBM Website contains links to other sites and resources provided by third parties not controlled by Us, these links are provided for your information only and the inclusion of such links does not imply any endorsement by Us of such sites. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to or your use of the OBM Website although We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## VARIATIONS

We may revise these terms of use and/or the Online Ordering Terms at any time by amending this page, such revisions becoming effective as soon as they are posted. You are expected to check this page from time to time to take notice of any changes We made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the OBM Website. By continuing to use the OBM Website you are deemed to have accepted such variations.

## GENERAL

We may delay enforcing Our rights under these terms without losing them.

If any part of these terms is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect.

Any person who is not a party to this agreement has no right to enforce any clause contained within it.

## YOUR CONCERNS

If you have any concerns about material which appears on the OBM Website, please call the Online Billing Manager Support Team on 349 from an EE handset or 07973100349 from any other network provider handset or landline.

Any contact with the Online Billing Manager Support Team may be monitored or recorded in accordance with the law and also for training purposes. This helps prevent unauthorised use of Our services and to prevent crime.

## ONLINE ORDERING TERMS

The following additional terms apply to customers that are granted access to Online Ordering:

### ORDER PROCESS

The information displayed on Online Ordering, including prices, does not constitute an offer by EE to contract or enter into any agreement.

When you send an order by means of Online Ordering for goods and/or services, your order shall constitute an offer by you to purchase the goods and/or services selected. Acceptance of your order shall only take place when EE has confirmed its acceptance in writing to you. Confirmation of receipt does not amount to confirmation of acceptance. EE reserves the right to decline any order in its absolute discretion and/or require you to provide other documents (by electronic or non-electronic means) to supplement your order (such as, but not limited to, a purchase order or evidence of authority to place the order). No binding contract is created until your order has been accepted. Your order can only be accepted if received from the United Kingdom and if you are over the age of 18 and authorised by your business to place orders.

All orders are subject to your Agreement with EE.

All goods and/or services displayed on Online Ordering are subject to availability.

EE may ask for a deposit or conduct credit checks as part of processing your order – the details of credit checking are contained in the Agreement.

EE reserves the right to delete an order and not fulfil it where it considers it to be a duplicated order.

Devices will be supplied pre connected to the network.

### MINIMUM CONNECTION PERIOD, UPGRADES AND COMMERCIAL DEALS

EE will be entitled to conduct a check of your order against your Agreement with EE. If your Agreement does not cover the order or your current Agreement has expired EE may require you to sign EE's standard contract documentation prior to your order being accepted or fulfilled. You are also responsible for checking the terms of your current Agreement to ensure that you understand the commitments you are making when placing an order via Online Ordering. Your order may be subject to additional terms and conditions which EE will confirm to you.

All orders for new or upgrading connections will be subject to a new minimum connection period. You may be entitled to request upgrades via Online Ordering but may not be entitled to an upgrade without paying the relevant charges.

All orders for Devices will require new, upgrading or resigning connections to join or remain on the EE network on the existing or (if agreed by EE) your requested service plan. By placing orders you accept that charges for the services plans will be incurred and agree to pay those charges. EE will apply the relevant service plan to your order according to the terms of your Agreement. EE may need to confirm the details of your required services with you before an order can be accepted.

The pricing for handsets stated on Online Ordering unless otherwise stated, will be the pricing applicable to your Agreement with EE net of any discounts or per connection credits to which you may be entitled.

Whilst EE will endeavour to ensure that the pricing is correct, orders will be processed at the prices in force at the time of processing and EE will only apply discounts or credits in accordance with your Agreement. Processing of any order at a price that does not accord with your Agreement, shall not constitute a variation of your Agreement or a waiver of either party's rights, and either party shall be entitled to have the mistake corrected.

If an order cannot be delivered because the customer is unable to take delivery then charges may apply for redelivery.

All prices exclude VAT (and delivery charges).

EE's 14 day money back guarantee does NOT apply to business customers. The cooling off period under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 does not apply to business customers, and so you must ensure that you wish to proceed with your order – once placed and accepted, you cannot withdraw it.

## GENERAL

The images contained on Online Ordering are for guidance only and actual products may differ from those shown. EE and its suppliers reserve the right to improve products and their specification without prior notice.

We shall not be liable to any person for any loss or damage which may arise from the use of any information contained in any of the materials on Online Ordering. We try to update Online Ordering as frequently as possible. You must ensure that, prior to placing an order, you have checked all relevant details about the goods and/or services you have selected as their relevant details may have changed since you last visited Online Ordering.

Devices/SIMs must not be resold, transferred or otherwise distributed for any reason. EE reserves the right to restrict purchases through Online Ordering.

The terms of your Agreement will prevail, and EE reserves the right to correct any errors or omissions on Online Ordering, which may include a retrospective adjustment of your account or service details.

Additional terms and conditions may apply to certain Equipment ordered via Online Ordering. Where applicable, such terms will be provided with the Equipment (for example, included in the box). Unless otherwise stated in such terms and conditions use of the Equipment shall be deemed to be acceptance of such terms and conditions.