

# The legal stuff you need to know

## Pay as you go terms and conditions

Version 59A Dated November 2010

### 1. Definitions

These words have the following meanings:

**'Account'** – the account in which we record your credits and charges;

**'Additional services'** – services other than basic services supplied with your price plan or optional services outside your price plan;

**'Anticipated savings'** – costs you expected to avoid by using equipment or services;

**'Call charges'** – charges for services you use;

**'Charges'** – daily service charges, call charges and any other charges related to this agreement or the services;

**'Connection action'** – an action that must be taken at least once every 180 days to maintain connection. Connection actions include topping up your account and making a chargeable call. A full list of connection actions is set out in our booklet of charges;

**'Consumer'** – a person acting for purposes outside his/her business;

**'Content'** – means all information whether textual, visual, audio or otherwise, appearing on or available through the services whether supplied by us or by content providers;

**'Credits'** – the amounts credited against your account by the methods described in the 'T-Mobile pay as you go Service user guide';

**'Daily service charges'** – daily charges for ongoing access to services;

**'Equipment'** – any equipment approved for connection to the network which you use with a SIM;

**'Network'** – is the telephone system which provides the services within the UK;

**'Roaming'** – making and receiving calls whilst abroad via a local network operator;

**'Services'** – services provided by us;

**'Severe disruption to the network'** – is a breakdown in over 90% of the network which lasts for three or more days;

**'SIM'** – the card used with equipment to access services;

**'The agreement'** – the agreement between you and us for the services which these conditions apply to;

**'Virus'** – any manipulating program which modifies other programmes and replicates itself;

**'Vouchers'** – the T-Mobile pay as you go vouchers which you can purchase, the face value amount of which can be credited against your account;

**'We', 'Us', and 'Our'** – Everything Everywhere Limited trading as T-Mobile;

**"you" and "your"** – the customer.

### 2. Our agreement

(a) This agreement begins when we accept your request for services. You are deemed to accept these conditions when you first credit your account, or otherwise use your SIM to access the network.

(b) We will open an account for your SIM. We will apply credits to your account and deduct charges from the credits. We will connect you to the services as soon as we can.

(c) We own the SIMs. You can only use a SIM to use the services.

(d) If your SIM is lost, stolen, or damaged, call Customer Services for a new one. We may charge you for a replacement.

### 3. Providing services

(a) We will try to always make the services available to you, but sometimes they may be affected by things we can't control, for example, the weather and faults on other phone networks.

(b) We will use reasonable endeavours to maintain content but it may be incomplete, inaccurate, or out of date and is provided to you on an "as is" basis.

(c) We will not be liable to you or any other party for any action you take in reliance upon the accuracy, completeness or continuous supply of the content.

(d) It is your responsibility to evaluate the value and integrity of goods and services offered by third parties by means of the services. We will not be a party to nor in any way be responsible for any transaction concerning third party goods and services.

(e) The service enables access to content although you will need a handset which enables access. We may vary the availability of content or the technical specifications of services.

(f) The services are made available provided:

(i) they are not used for anything unlawful, immoral or improper;

(ii) they are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;

(iii) they are only used with equipment approved for use with the network and all relevant laws and rules are followed; and

(iv) they are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, or otherwise unlawful;

(v) they are not used to access or use content in a way that infringes the rights of others;

(vi) they are not used other than in accordance with any connected networks' policies for acceptable use, and (if appropriate) any relevant internet standards;

(vii) you give us information we reasonably ask for;

(viii) all responsible instructions we give you are followed;

(ix) the person attempting to use the services is in range of base stations forming part of the network;

(x) you do not operate, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network without Our express prior written consent; and

(xi) you do not sell or attempt to sell or otherwise provide commercial services using Our Network to any third party without Our express prior written consent.

### 4. Credits and charges

(a) As changes are set out in our booklets of charges. We update these booklets from time to time. You can obtain a copy by calling Customer Services or referring to our website.

(b) As charges are incurred they will be deducted from amounts credited against your account. Call charges are deducted at the time a call is made. If you have selected additional services with a daily, weekly, or monthly service charge, the charge will be deducted at the time(s) and for the period(s) set out in our booklets of charges. You are responsible for all charges correctly deducted in accordance with this clause.

(c) If at the time we attempt to deduct daily, weekly or monthly service charge(s) for additional services you have subscribed to you do not have enough credit on your account:

(i) you will not be able to make any outbound calls (except in emergency services and to us), send or receive any additional services, or receive any reverse billed service on that day; and

(ii) you will not be able to make or receive calls whilst roaming. If later during that day you credit your account we will deduct the relevant service charge(s) and reinstate your services.

(d) When all credits on your account have been used up you will not be able to use the services until a further credit is made to your account. You will still be able to make calls to the emergency services and to us whilst your SIM is connected to the network. You may receive calls and text messages (except for any reverse billed services) whilst your SIM is connected to the network.

(e) To make a chargeable call, retrieve a voicemail message, send a text or picture message, receive any reverse billed service or open a data session you must have paid any daily, weekly or monthly service charge that may apply. You must also have sufficient credit on your account to enable you to make a call of one minute's

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duration, to send (or receive) the service in question, or to open a data session to send or receive a minimum of 2KB. Minimum balances reserved for the first service activated will not be available for any subsequently activated, yet concurrently used service. Services used simultaneously will be charged for concurrently. We will not pay interest on credits.

(f) We can change these conditions if new laws or rules make it necessary. If you have registered with us we will write (by postal or electronic means) and tell you straight away if we do this. We will also place a recorded announcement on the T-Mobile Pay as you go automated service.

(g) If the change is of material detriment to you, we will refund credit on your account if the change occurs before you have written to us requesting that we disconnect your SIM from the network and refund credit on your account at the time of such disconnection. We can change these terms and conditions for any other good reason, for instance, if at some future time we wish to have all T-Mobile Pay as you go customers on the same conditions for telephone service. Subject to 4(i), if you have registered with us we will write and tell you (by postal or electronic means) one month before we do this. We will also place a recorded announcement on the T-Mobile Pay as you go automated service one month before an increase is due to occur. We will refund credit on your account if before the increase occurs you have written to us requesting that we disconnect your SIM from the network and refund credit on your account at the time of such disconnection. You can take your handset to another operator if you have been a T-Mobile Pay as you go customer more than 3 months and have paid the appropriate administration charge (see 4(a)).

(h) We will not refund credit in any circumstances except as set out in 4(g).

(i) If you have registered with us, you agree to notify us of any change to your address. Where we have reason to believe that your address has changed, we will amend our records and treat you as an unregistered customer.

## 5. Liability

(a) We are only liable to you as set out in this agreement. We have no other duty or liability to you.

(b) Nothing in this agreement removes or limits our liability for death or personal injury caused by something we have done or failed to do.

(c) Except as set out in 5(a) and 5(b), our entire liability to you for something we or anyone who works for us does or does not do will be limited to £3,000 for one incident or £6,000 for a number of incidents within any 12 month period.

(d) If you did not enter this agreement as a consumer, we are not liable to you in any way for any loss of income; business; anticipated savings or profits; any loss of property or loss of use of property; or for any loss or damage that was not reasonably foreseeable at the time you entered this agreement.

(e) If you entered this agreement as a consumer, we are not liable to you in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time you entered this agreement.

(f) You must tell us about any claim as soon as reasonably possible.

(g) We will not be liable to you if we cannot carry out our duties or provide services because of something beyond our control.

(h) Section 5 will apply even after this agreement has ended.

## 6. When we may suspend or disconnect

(a) We may suspend the services or disconnect any SIM(s) from the network without warning if:

- (i) the network breaks down or needs maintenance. We will try to make sure this does not happen often; or
- (ii) you do not or someone who uses your SIM does not keep to the conditions of this agreement, or any other agreement with us; or
- (iii) you or anyone who uses your SIM card damages the network or puts it at risk, or abuses or threatens our staff.

(b) You are liable for charges during suspension. Where there is a severe disruption to the network you will not have to pay daily service charges that might otherwise be payable for the period of such disruption.

(c) You must make a connection action at least once every 180 days. If you do not your SIM will be disconnected from the network and you will not be able to use the service at all. You will lose your mobile phone number. Any credit on your account at the time of such disconnection will be forfeited.

(d) We can charge to reconnect you to the services except where something in 6(a)(i) happens.

## 7. When the agreement ends

(a) We can cancel this agreement immediately if any of the following happen:

- (i) you break an important condition of this agreement or a number of less important conditions;
- (ii) you break a less important condition of this agreement and do not put it right within 7 days of us asking you to;
- (iii) any licence to run the network is ended.

## 8. Internet access

If you have a mobile phone which enables access to the following terms and conditions also apply to you:

(a) Either ourselves or our contractual partners may provide links to other web sites or resources. We do not endorse, nor do we make any warranty as to the accuracy, completeness, reliability or continuous supply of the content or information contained on any third party sites or resources accessed via the services.

(b) All content made available on the internet (directly or indirectly) through using the services, whether publicly posted or privately transmitted, is the sole responsibility of the party from which such information originated. You are entirely responsible for all information uploaded, emailed or otherwise transmitted via internet access.

(c) We will not be responsible for any loss or damage you may suffer from any dealings with third parties. Any dealings with products or services provided by third parties which are located by using our services or via our website, are solely between you and that third party, unless we specifically state otherwise.

(d) Your ability to access a secure internet environment will be dependent on you phone and the third party supplier of content.

(e) We will not be responsible for any harm you suffer from a virus which infiltrates your equipment, whether it was transmitted via the services or otherwise. In accordance with 4(b), you remain responsible for all charges deducted from your account for the use of any services activated by such a virus.

## 9. General

(a) You may not transfer or try to transfer any of your rights and responsibilities under this agreement without our consent. We may transfer any of ours without your permission, provided the level of service you currently experience is not reduced as a result.

(b) If you have bought your phone from an existing T-Mobile customer, you must notify us of this immediately. You must then complete and return to us a change in ownership form that we will send out to you. If you sell your phone, you should also inform us.

(c) We can record any conversations between you and our staff.

(d) If you have registered with us you must call Customer Services straight away about any change in the address supplied to us. We will send notices to the most recent address supplied to us. Notices from you to us must be sent to: Customer Relations, Everything Everywhere Limited, Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW. This applies whether you have registered with us or not.

(e) Any concession or extra time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this agreement in any other way.

(f) This agreement shall not confer any benefit on a third party under The Contracts (Rights of Third Parties) Act 1999.

(g) English law will apply to this agreement and any disputes will be settled in the courts of the United Kingdom. You may be able to take your disputes to adjudication under the Communications and Internet Services Adjudications Scheme, the details of which are set out in our Complaints Code of Practice. We will give you a copy if you ask for it.

(h) If a clause or condition of this agreement is not legally effective, the remainder of this agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.

(i) Unless you object, we may use information about you to tell you of products and services offered by us and other organisations that may be of interest.

(j) If for whatever reason you are not able to obtain your current account balance by using the T-Mobile Pay as you go service we are not obliged to provide that information in another format.

(k) You have a right to choose whether your details are included in directory listings, including the phone book. If you want your details included, please contact our Customer Services department.



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