

TERMS AND CONDITIONS

for the supply of Orange pay as you go Services

1 DEFINITIONS

The following words and expressions shall have the following meanings:

Accessories: products approved by Orange which you use in conjunction with your Device. They include (without limitation) batteries, chargers, car kits, headsets and carry cases.

Age Restricted Services: any Services which are specified for use only by customers over a specific age.

Bar: a block placed by us on some or all of the Services you normally use (except for calls to emergency services). It may include us restricting the Service whereby you will automatically be redirected into Orange when you attempt to make an outgoing call from your Device.

Charges: all charges for Services, as published in our periodically updated Orange Price Guide. These include any reasonable administration charges.

Connection: the process of giving you access to a Service. "Disconnection" and "Reconnection" have a corresponding meaning.

Content: information, communications, images and sounds, software or any other material contained on or available through the Services.

Customer Communications: information made available to you by Orange which provides information on Services. It may be made available on your Device or provided electronically or distributed with new Devices or in mailings to some or all Orange Customers.

Device: a mobile telephone, device or data card (excluding Accessories) which is approved by Orange and supplied to an Orange Customer for connection to the Network.

Top Ups: a prepayment allowing access to the Services by topping up using one of the various means and governed by the rules regarding Top Ups.

Network: the electronic communications system by which Orange makes the Services available to you and to other Orange Customers in the United Kingdom.

Orange: Everything Everywhere Limited trading as Orange (or any organisation that may succeed it) and referred to below from time to time as "we" "us" or "our".

Orange Additional Services: optional Services (including but not limited to Roaming, International Calling, Premium Rate Services, and Content provided by Orange) which may cost extra whether they are supplied in conjunction with Service Plans or outside Service Plans.

Orange Customer: a customer of Orange to whom we provide the Services.

Orange Price Guide: a list of our current Charges which is updated from time to time and is available from us upon request. To the extent that there is any conflict between the Orange Price Guide and any other point of sale pricing information, the Orange Price Guide takes precedence.

Registration: our acceptance of your application for Services and to register Top Ups. For the avoidance of doubt it shall include our record of your data and any user data prior to connection. "Register" has a corresponding meaning.

Roaming: an optional Service which allows you to use your Device on other operators' networks, usually in foreign countries.

Services: the Network and other Services, including Orange Additional Services, provided or procured by us for you to use.

SIM: a card or other device which shall for the avoidance of doubt include a USIM which contains your personal telephone number and which is programmed to allow you to access the Network.

Suspension: the temporary disconnection of Services, "Suspend" shall have a corresponding meaning.

User: you or another person named by you who is authorised to use your Device.

2 PROVISION OF SERVICES

2.1(A) Although we own the Orange and Tmobile brands these terms and conditions do not cover any services that may be provided to Tmobile customers, unless we tell you otherwise. Charges for calls and texts you make to Tmobile customers are charged as calls and texts to customers of another mobile network, unless we tell you otherwise. Further details are contained in the Orange Price Guide.

2.1 We will take all reasonable steps to make the Services available to you at all times. The Services are only available within the range of the base stations that make up the Network. We cannot guarantee a continuous fault free service. Please note that:

2.1.1 the quality and availability of Services may sometimes be affected by factors outside our control – such as local physical obstructions, atmospheric conditions, other causes of radio interference, features or functionality of your Device, the number of people trying to use the Network at the same time, and faults in other telecommunication networks to which the Network is connected.

2.1.2 the quality of our Services may not be at its best inside buildings or below ground

2.2 When you move outside the Orange enhanced service area this may result in:

2.2.1 the call being terminated if you are on a video call

2.2.2 the speeds at which data is downloaded being affected

2.2.3 the sound quality being affected if you are on an HD voice call

2.3 Any coverage maps are our best estimate but not a guarantee of service coverage which may vary from place to place.

2.4 The Network and the Services may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Services becoming temporarily unavailable. In such cases, we'll do everything we can to keep the period of nonavailability to a minimum. However, some interruption may be inevitable.

2.5 For the purposes of good management and security and to make sure we follow your instructions correctly and to improve our service to you through training of our staff, or to monitor instances of unsolicited messages we may monitor or record communications. Where we have good reason to believe such communication is unsolicited you agree we may but are not obliged to block such communication.

2.6 We may Suspend the Services in whole or part at any time without notice if we have good reason to believe you haven't complied with one or more of these terms and conditions or if any money owed by you to us whether in relation to Services or not remains unpaid.

2.7 We shall investigate all complaints made whether by or against you and reserve the right to Suspend the Services if a complaint has been made against you pending the results of investigation of the complaint.

2.8 Roaming relies upon the telecommunications systems of foreign networks over which we have no control. We cannot therefore offer any guarantee about Roaming services.

2.9 If you use Services from a country outside the UK your use of the Services may be subject to different laws and regulations that apply in that other country. Orange is not liable for your failure to comply with those laws or regulations.

Storage and transmission of information on the Network

2.10 We may establish limits concerning the use of the Services for example the maximum size of an email message that may be sent or received, the maximum capacity allocated to you for storage of Content on the Network which you access via the Services.

2.11 You agree that Orange has no responsibility for the deletion, corruption or failure to store any Content maintained or transmitted by the Network.

2.12 Whilst Orange has no responsibility to monitor the use of the Services if you exceed the use limits we reserve the right to refuse to store or send Content on your behalf.

Access to the Services and Content

2.13 Under no circumstances will Orange or any of the other parties involved in the provision of Orange Content, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Orange agrees to rectify any such problems in the Content which are notified to Orange as soon as Orange reasonably can. If you do notice a fault or error in the Orange Content, please notify the fault to Orange.

2.14 Orange accepts no liability for the loss, late receipt or nonreadability

of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, is supplied to you on an "as is" basis and Orange does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error.

Access to the third party services and the internet

2.15 We have no control over the value or quality of goods, services or Content offered by third parties on or through the Services. As a result we cannot be responsible or liable in any way for and do not endorse, any of these goods, services or Content.

2.16 The Services may be used by you to access websites and networks worldwide. Orange accept no responsibility for the Content or services in respect of these and you agree to conform with the instructions issued by those websites and networks relating to your use of those services.

2.17 If you use your Device to access the internet or third party services as it may not be a secure environment unwanted programs or material or viruses may be downloaded to your Device without your knowledge which may give unauthorised access to, or damage your Device and the information stored on it. Orange is not liable or responsible in any way for such unauthorised access, damage to or loss of information on your Device whether transmitted via the Services or otherwise. You will remain responsible for all charges deducted from your account for the use of any Services activated by such viruses.

Age Restricted Services

2.18 You are not permitted to access our Age Restricted Services (if any) if you are below the age specified to access the Services. If you are allowed to access the Age Restricted Services by virtue of the fact that you are the specified age or older you must not show or send Content from the Age Restricted Services to anyone below the specified age. If you let anyone under the specified age use your Device you must ensure you deactivate access to the Age Restricted Services.

3 TOP UPS

3.1 Free airtime given to the customer on initial registration of their new pay as you go Device (if any) shall be valid for the periods set out in the Orange Price Guide and/or Customer Communications current as at the date of Registration.

3.2 In the event that the cash value of airtime forming part of free airtime given to an Orange Customer in accordance with Condition 3.1 above is not used within the relevant validity period stated in Condition 3.1 such unused airtime will be forfeited.

3.3 Notwithstanding that you use all of a Top Up or that the free airtime given to an Orange Customer in accordance with Condition 3.1 above expires your Device will continue to be capable of receiving incoming calls for the periods set out in the Price Guide and/or Customer Communications current as at the date of expiry.

3.4 We will disconnect your Device if during the previous six months, you have not Registered a new Top Up or you have not made chargeable calls from your Device. For the avoidance of doubt calls shall include but not be limited to voice calls, data calls and text messaging. On disconnection your mobile telephone number will be reassigned. On Reconnection you will be assigned a new mobile telephone number. Orange may at its discretion, on request and on Reconnection to the Services, recredit the amount remaining on your account at the time it was disconnected.

3.5 You can Reconnect your Device without having credit on your Top Up.

3.6 No cash credits will be given for unused Top Ups.

3.7 We reserve the right to refuse to accept debit or credit card payments.

4 OUR RIGHTS TO TERMINATE YOUR SERVICES

4.1 We may Disconnect your Device and refuse to Reconnect it at any time in whole or in part immediately by notice in writing to you if:

4.1.1 you fail to comply with Conditions 2.6, 2.7, 5 and 6 of these terms and conditions provided that where such failure is capable of remedy you have not taken such remedial steps as we shall have required within 7 days of our giving you notice of such failure; or

4.1.2 for whatever reason we are unable to provide the Services.

5 YOUR RESPONSIBILITIES

5.1 Recognising that good management and security of the Services is important to all Orange Customers you will agree that you will:

5.1.1 not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication or storing of any information which is of an offensive, abusive, indecent, obscene or menacing nature;

5.1.2 not cause, nor knowingly allow others to cause, any nuisance annoyance or inconvenience whether to us or to any of our customers which shall include the use of the Network for the persistent sending of unsolicited communications without reasonable cause;

5.1.3 not act in any way, whether knowingly or otherwise, such that the operation of the Network or any part of the Network will be jeopardised or impaired;

5.1.4 only use a Device and Accessories approved for use with the Network and comply with all relevant legislation or regulation relating to its use;

5.1.5 comply with any reasonable instructions issued by us which concern your use of the Services and cooperate with use in our reasonable security and other checks (which may include us making phone calls to you);

5.1.6 not send or upload anything that is copyright protected (unless you have permission) or which in any way breaches the intellectual property rights of any third party;

5.1.7 not copy, modify, store, forward, publish or distribute the Services or their Content without our express permission;

5.1.8 only use Content for your own personal use and not for any commercial purposes or distribute it commercially

5.1.9 not to resell, resupply or otherwise distribute the Services or Devices without the prior written agreement of Orange;

5.1.10 not to circumvent the Age Restricted Service mechanisms.

6 INFORMATION SUPPLIED BY YOU

6.1 By applying for Registration you represent to us that the name, address and other factual information which you provide to us are correct.

6.2 You acknowledge that if we suspect on reasonable grounds that information has been supplied to us without the knowledge of the person named or that an application is unauthorised or contains false particulars, for the protection of our Orange Customers and the Network, we may delay Connection or Disconnect Services to your Device while we investigate further. If our suspicions prove groundless we will Connect or Reconnect Services immediately. You acknowledge that you will have no claim against us in respect of any delay or Disconnection caused as a result of the operation of this Condition 6.2.

6.3 You must also tell us if your details change.

7 SIM CARD

7.1 Any SIM card we supply to you remains our property but it is your responsibility to keep it safe. SIM cards are easily damaged and should be handled with care. We will replace any SIM card found to be defective by reason of faulty workmanship or design free of charge but may charge for replacing or renewing a SIM card in any other circumstances. We reserve the right to recall any SIM card from you at any time to enhance or maintain the quality of the Services.

7.2 You must inform us immediately in the event that a SIM card is damaged. We will send you a replacement SIM card as soon as reasonably practicable but we reserve the right to charge you for doing so.

7.3 The software in the SIM and the Device is either owned by or licensed to Orange which grants you a nonexclusive licence to use it for accessing the Services and not otherwise.

7.4 The SIM card supplied with your Device enables the Device to work on the Network– with the exception of Phones which can access Roaming services. We will lift this restriction at your request, subject to our current policy relating to the same and provided you pay the current administration charge.

8 DIRECTORY AND CALLER ID

8.1 We will enter your Orange number in Orange and third party directories, and the Network will allow the display of your Orange number on receiving Devices. If you prefer not to allow either of

these options, please let us know in writing. Your mobile phone number and the approximate location of your Device will always be sent if calling the emergency services.

9 PHONES

9.1 Your Device and Accessories are acquired by you outside the operation of these terms and conditions and, as between you and Orange, are your property.

9.2 You must inform us immediately in the event that the SIM card or your Device is lost or stolen. In order to take advantage of the provisions of Condition 9.3 you may inform us if at any time your Device requires repair.

9.3 Upon receipt of notification under Condition 9.2 we may at your request Suspend Services for a maximum period of 30 days whilst you make arrangements to obtain an alternative phone.

9.4 In the event that you fail to make a request as permitted by Condition 9.3 then any current Top Up will lapse when you report the loss or theft of your Device or if you do so make a request on the expiry of the 30 day period if you do not during that period request the reinstatement of the Top Up.

10 CHANGES

10.1 We reserve the right to vary these terms and conditions and the Charges from time to time upon giving reasonable notice.

11 CUSTOMER COMMUNICATIONS

11.1 We update our Customer Communications from time to time. Information on various topics is mailed to Customers and is available on request from us. You are asked to read your Customer Communications and to keep those which are mailed to you until they are superseded. We regard you as having been given any information if it is either:

11.1.1 included in a mailing addressed to you;

11.1.2 by voicemail, email text or other form of electronic message sent by us to your Device; or

11.1.3 Communicated directly by any means.

12 ASSIGNMENT AND CHANGE OF OWNERSHIP OF PHONE

12.1 For your security, we will not knowingly Reconnect a Device owned by you to the Network at the request of someone other than you unless it is at least 6 months since you last Registered a Top Up or the person requesting Reconnection is able to correctly identify your account password.

12.2 We may assign our rights and obligations under these terms and conditions only if such assignment is on terms which are at least as advantageous as those set out herein.

13 LIABILITY

13.1 Except as provided in this Condition 13, neither party shall be liable to the other, whether in contract or tort or otherwise, for any loss or damage which is:

13.1.1 not the fault of the other party;

13.1.2 indirect and/or not reasonably foreseeable;

13.1.3 loss of business, profits, savings, revenue, use or goodwill whether caused to the other party through any breach of these terms and conditions or any matters arising under them. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

13.2 Subject to Condition 13.1, we limit our legal liability up to a maximum of three thousand pounds per claim or a series of related claims for any loss or damage which is:

13.2.1 direct financial loss;

13.2.2 direct physical damage to or loss of property resulting from our breach of contract or negligence while providing Services.

13.3 We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, governmental action, or by any act or decision made by a court of competent jurisdiction.

13.4 Subject to Condition 13.1, your liability is limited to payment of all outstanding Charges due in accordance with the provisions of these terms and conditions.

14 GENERAL

14.1 Subject to Condition 10 these terms and conditions may only be varied or amended only by the express mutual agreement of both parties and the party seeking to rely on such variation or amendment must produce evidence of the other party's agreement to it.

14.2 You agree to the disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of:

14.2.1 any information relating to your Contract, including your personal financial information and details of how you have performed in meeting your obligations under these terms and conditions;

14.2.2 any disclosure as may be within our Data Protection Act registration;

14.2.3 any disclosure required as a result of an order of any court of competent jurisdiction or by statutory authority.

14.3 Orange or its Group companies will use your information which you provide to us together with other information for administration, marketing, credit scoring, customer services, tracking your Device and web use preferences, and profiling your purchasing preferences. We will disclose your information to our service providers and agents to help us with these purposes. We will keep your information for a reasonable period after your contract with us has finished in case you decide to use our Services again and may contact you about our Services during this time.

14.4 By registering your Device on the Network you consent to us sharing your information with other companies in the Group and companies outside the Group who are our business partners.

They or we may contact you by mail, telephone, electronic messaging services, fax or email to let you know about any goods, services or promotions which may be of interest to you. Please call customer services if you do not wish to receive such information from us, or if you do not wish to receive information from our business partners, but remember that this will preclude you from receiving any of our special offers or promotions or those of our business partners.

14.5 By registering your Device on the Network you consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing you services you require. If we do make such a transfer, we will put a contract in place to ensure your information is protected.

14.6 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

14.7 When you give us information about another person you confirm that they have appointed you to act for them, to consent to the processing of their personal data, and to the transfer of their information abroad and to receive on their behalf any data protection notices.

14.8 For details of Orange and the Group Companies please visit our website.

14.9 All notices under these terms and conditions will be sent to the address given by you on Registration unless you notify us of a change to this address. Any notice from us to you will be deemed served 48 hours after posting or an earlier proof of delivery.

14.10 All notices to be served in accordance with these terms and conditions must be served by text message, electronic mail or by post or facsimile.

14.11 Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it was given. It does not affect our rights under these terms and conditions in any other way.

14.12 You may request that disputes between you and us are referred to arbitration (CISAS) under our Code of Practice for Complaints (www.orange.co.uk/contact). We will supply a copy of our Code of Practice for Complaints to you on request.

14.13 Our Company Registration Number is 02382161 and our Registered Office is at Hatfield Business Park, Hatfield, Hertfordshire, AL10 9BW.

14.14 The operation of these terms and conditions shall be interpreted in accordance with the Laws of England and Wales.