

Telephone service terms and conditions

1 Definitions

These words have the following meanings:

'accounts' – collectively, the pay monthly and pre paid accounts;

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

'allowance' – any applicable monthly (or other periodic) allowance of services which forms part of your price plan, or for which you have otherwise subscribed;

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

'call charges' – charges for services you use;

'cancellation charge' – a charge applied to your account for cancelling this agreement or an individual SIM card before the end of the minimum period of a SIM card. This figure will be calculated as follows: (i) for consumers who agree to a 12 month minimum period, or for business registered customers, by adding together all outstanding monthly (or other periodic) price plan charges for the remainder of the minimum term; and (ii) for consumers who agree to a minimum period of longer than 12 months, but who cancel before month 12, in addition to the cancellation charge referred to at (i) above we may charge you a supplementary fixed fee, which will vary depending on the price plan you connected to. The supplementary fees are set out in our booklet of charges 'What it costs'. The charge payable will be calculated from the date this agreement commences (or the date of connection of the individual SIM card being cancelled, as applicable) to the date that you cancel. For cancellations after the initial 12 month period but within your minimum period, we will only charge you the supplementary fixed fee, to be calculated from the date this agreement commences (or the date of connection of the individual SIM card being cancelled, as applicable) to the date you cancel. The cancellation charge will then be reduced by 4%;

'charges' – monthly charges, call charges and any other charges relating to this agreement or the services;

'consumer' – a real person acting for purposes outside his/her business;

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

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

'event' – means the use of a service which results in a record on your account;

'event date' – the time and date at which a service has been recorded on your account;

'monthly account' – the account in which we record your charges for services you elect to pay in arrears, and for which we send out monthly bills;

'monthly charges' – monthly charges for ongoing access to the services;

'network' – the phone system which provides the services;

'payment terms' – the terms by which we manage your account and the ways you pay the charges;

'prepaid account' – the account in which we record your credits and charges for services you elect to pay for in advance;

'process date' – the date on which services you have used are applied against your allowance;

'severe disruption to the network' – a breakdown in over 90% of the network which lasts for 3 days or more;

'services' – services including additional services provided to you by us;

'SIM card' – the card used with equipment to get services;
'the agreement' – the agreement between you and us for the services which these conditions apply to;
'you' and 'your' – the customer;
'virus' – any manipulating program which modifies other programmes and replicates itself;
'we', 'us' and 'our' – T-Mobile (UK) Limited trading as T-Mobile.

2 Our Agreement

- (a) This agreement applies from when we accept your request for service or you buy equipment through our upgrade scheme, as applicable. If we reject your request but you incur charges, we can recover such charges from you.
- (b) We will open an account in your name and apply charges to it. We will connect you to the services as soon as we can.
- (c) (i) We will issue each SIM card for the minimum period set out on the agreement form. The period starts from when we make the services available to you by the SIM card.
- (ii) if you enter this agreement to buy equipment through our upgrade scheme then, unless we otherwise agree, a new minimum period will apply to your nominated SIM card. In this case that period starts from the date of your upgrade registration.
- (iii) you must tell us if you want to cancel this agreement or a SIM card. You may have to pay a cancellation charge if you cancel within a SIM card's minimum period (see 2(c)(i) and (ii)). A cancellation charge is not payable if you are cancelling because:
- (A) our entitlement to operate the network ends; or
- (B) we want to increase a charge to you and the increase, (when calculated as a percentage) will be more than the increase in the Retail Prices Index Figure, the RPI (also calculated as a percentage) for the 12 months before the month in which we send you notice of the increase (see 4(g)). We will tell you if the increase will be more than the increase in the RPI. You must tell us you want to cancel before the increase happens; and/or
- (C) you entered into this agreement as a consumer and we have changed these conditions (see 4(g)) and that change is of material detriment to you.
- (d) (i) if a SIM card is lost, stolen or damaged, call Customer Services for a new one (see 4(e)). We may charge for a replacement.
- (ii) we own the SIM cards. You can only use a SIM card to use the services.
- (iii) we can change a SIM card's phone number(s) if we have a good reason, for instance, a legal reason. We will give you 30 days written notice. We will tell you why.
- (e) We may set and change credit limits for charges. We can stop you using services if your limit is exceeded. Charges are not capped by any limit we set as some call charges, especially international and roaming call charges, may not be recorded against your account immediately, and the charges incurred could therefore exceed your credit limit before your account is suspended.

3 Providing services

- (a) We will always try to make the services available to you but sometimes they may be affected by things we can't control, for example, the weather and faults in 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. We may vary the availability of content or the technical specification of services.
- (f) The services are made available provided you are in range of base stations forming part of the network when trying to use the services, and that you comply with the following conditions. Any failure to comply with these conditions shall be a material breach of this agreement:
 - (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;
 - (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 otherwise 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; and
 - (viii) all reasonable instructions we give you are followed.
- (g) We reserve the right to suspend, amend or withdraw part or all of the additional services on giving reasonable notice. Charges for and any special terms over and above these terms and conditions attached to additional services will be notified in customer literature and our booklets of charges.
- (h) You must obtain our express prior written consent before:
 - (i) operating, 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; or
 - (ii) selling or attempting to sell or otherwise providing commercial services using our network to any third party. Failure to obtain this consent will give us the right to terminate in accordance with 6(a)(ii).
- (i) By using the services you consent to us copying and/or modifying images or information you have created where such copying and/or modification is carried out for the purposes of transmission.

4 What and how you pay

- (a) Our charges 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) You may pay charges in two different ways. You can elect to pay for certain services in arrears and other services in advance.
- (c) Monthly account
 - (i) There is a monthly billing period for services you elect to pay in arrears. We will issue you with a bill every month. Monthly charges are for the month to come. Call

charges are for the month just passed and any earlier time if not previously charged for.

(ii) You must pay your bill by the date set out on it. If you don't we can stop you using services and charge interest on what you owe at 2% above the base rate of HSBC Bank plc. We will use the base rate in force on the date of the bill and charge interest, on a per annum basis calculated daily, until you pay. If you don't pay a bill by the date set out on it we can terminate this agreement immediately except where

(A) you have a genuine dispute with us; and

(B) before the date by which your bill must be paid, we have received from you written notice setting out the details of your dispute, including the amount of your claim against us and the amount you intend to withhold. If the amount you intend to withhold is less than the total amount you owe us then you must pay the difference by the date set out on the bill. If you do not then we can terminate this agreement immediately. These rights are in addition to any other legal rights we may have against you.

(d) Prepaid account

(i) We may allow you to pay for some services in advance. On receipt of such allowance payment we will apply credits to your pre paid account, and deduct charges from the credits for those services you choose to pay for using this account.

(ii) We reserve the right to use credit balances from your pre paid account to offset any amount you may owe us for services you pay in arrears. Pre paid balances will only be applied against your monthly account where your monthly account is put into suspension for non payment, or in accordance with 4(i)(ii).

(iii) As charges are incurred they will be deducted from amounts credited against your pre paid account. Call charges are deducted at the time a call is made. If you have selected additional services with a periodic 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.

(iv) If at the time we attempt to deduct periodic service charge(s) for services you have chosen to pay for in advance, and you do not have enough credit on your pre paid account to pay for the whole of the service charge, you will continue to be able to use that element of the service, but your charges may vary for the service. We will endeavour to inform you where your periodic service charge fails.

(v) When all credits on your prepaid account have been used you will not be able to make further use of those services which you have chosen to pay for as you go until a further credit is made to your prepaid account. You will still be able to use those services for which unused allowances apply. You will also 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) You are responsible for all charges applied to your accounts except call charges applied after you called Customer Services to advise that your SIM card has been lost or stolen (see 2(d)(i)).

(f) We can change these conditions if new laws or rules make it necessary. We will write to you straight away if we do.

(g) We can change these conditions for any good reason, for instance, if we want all customers on the same conditions. We can change charges or change or withdraw your price plan (see 2(c)(iii)). We will write to you (by postal or electronic means) 30 days before we increase our charges or withdraw your price plan. If we change conditions we will tell you why.

- (h) We can change payment terms for any good reason, for instance, if you do not pay a bill by the date set out on it. We may not be able to tell you before we do.
- (i) You shall be required to pay a deposit (or an extra deposit) as security for the charges if we have a good reason to require it, for example, if we raise your credit limit. We can keep the deposit until the agreement ends. We will return it when you pay us everything you owe. We can use your deposit to pay what you owe except where
- (i) you have a genuine dispute with us; and
- (ii) before the date by which your bill must be paid, we have received from you written notice setting out the details of your dispute, including the amount of your claim against us and the amount you intend to withhold and that you do not want us to use your deposit to pay the amount you intend to withhold. If the amount you intend to withhold is less than the total amount you owe us then you must pay the difference by the date set out on the bill. If you do not then we can use your deposit or any credit that you have in your pre paid account to pay the difference. We will not pay interest on deposits.
- (j) Services you have used will be applied against your applicable allowance(s) on the process date and not the event date. Where there is a delay in processing an event, usage may be applied against your next periodic allowance, and your call charges will be calculated accordingly.
- (k) We may use credit reference agencies to help us make credit decisions or for fraud protection. You agree that we may register information about you and the conduct of your account with any credit reference agency. For the purpose of fraud prevention and credit management, information about you and the conduct of your account may be disclosed to financial institutions and other phone companies. Such information may also be passed to debt collection agencies for debt collection purposes.

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 total liability to you for something we or anyone who works for us does or does not do will be limited to £3,000 for each SIM card for one incident or £6,000 for each SIM card 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 or damage that was not reasonably foreseeable at the time you entered this agreement, this includes but is not limited to loss of income; business; anticipated savings or profits; loss of property or loss of use of property.
- (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 the services

- (a) We may suspend the services or terminate this agreement and disconnect any SIM card(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 or anyone who uses your SIM card 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 the network at risk, or abuses or threatens our staff; or
 - (iv) you refuse to give us a deposit or extra deposit.
- (b) We may suspend services if your credit limit is exceeded. We will not charge you to reinstate services following suspension alone.
- (c) You are liable for charges during suspension or disconnection unless we decide otherwise. We would not make you pay monthly charges or other recurring charges if there was a severe disruption to the network or where the network completely broke down.
- (d) We can charge to reconnect you to the services except where something in 6(a)(i) happened. We can change your payment terms as a condition of reconnection.

7 When the Agreement ends

- (a) You can cancel this agreement by notifying Customer Services you want to terminate. If you are cancelling because we have increased a charge above RPI or we have changed these conditions and that change is of material detriment to you (see 2(c)(iii)), your agreement will terminate immediately. We will refund credit on your prepaid account if before the increase occurs you have written to us requesting that we disconnect your SIM, and refund credit on your prepaid account at the time of disconnection. Otherwise, whether you are within the minimum agreement period or outside it, your agreement will terminate one calendar month from receipt of that notice. You will be responsible for all charges including the monthly charges up to and including the date of termination. You are free to restore your agreement throughout the notice period.
- (b) We will not refund prepaid credit in any circumstances except as set out in 7(a) above.
- (c) 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) you are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986); you make, or offer to make, an arrangement with your creditors; you commit an act of bankruptcy; someone brings a petition, receiving order or administration order against you to make you bankrupt; you are a limited company and a resolution to wind you up is passed or a receiver or administrator is appointed over all or part of your assets (otherwise than for a solvent reconstruction or amalgamation). We can also cancel this agreement if we think any of these things or something similar may happen;
 - (iv) any licence to run the network is ended;
 - (v) any information you give to us is not true at the time you give it.
- (d) You must pay everything you owe us if the agreement is cancelled. If we cancel the agreement for a reason set out in 7(c)(i), (ii), (iii) or (v), you must pay everything you owe us including a cancellation charge for any SIM card still within its minimum

period (see 2 (c)(i) and (ii)). If we cancel this agreement for a reason set out in 7(c)(iv), you must pay everything you owe us but you will not have to pay a cancellation charge.

8 Internet Access

If you have equipment which enables access to the internet 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 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, e-mailed 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 web site, 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 your equipment 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(e), you remain responsible for all charges applied to your accounts 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. We may transfer any of ours without your permission, provided the level of service you currently experience is not reduced as a result.

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

(c) Unless you have agreed otherwise we will send all bills and notices to your billing address. You must call Customer Services straightaway about any change in that address. Notices from you to us must be sent to: Customer Relations, T-Mobile, Hatfield Business Park, Hertfordshire, AL10 9BW.

(d) 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.

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

(f) English law will apply to this agreement and any disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable). You may be able to take your disputes to arbitration under the CISAS scheme details are set out in 'code of practice for consumer affairs'. We will give you a copy if you ask for it.

(g) 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.

(h) Until you object we will use information about you to tell you of products and services offered by us and other organisations that might be of interest.

How we use personal information.

In order that we can supply you with telephone services, T-Mobile may share some of the information we hold about you with other members of the Deutsche Telecom Group (our parent company) and other companies which we have a business relationship. If we have to send your details to countries without proper data protection laws, we remain responsible for keeping this information secure. We will only share them if permitted by law. Until you object, we will use information you give us to provide you with information about goods and services offered by us and other organisations with which we have a business relationship. We or they may contact you by email, telephone or other on-line or interactive media. If you would prefer not to receive such information, simply let us know at any time. If you have a T-Mobile phone we hold your account information. As you use your mobile phone, some records are kept for statistical purposes. This data helps us understand and serve our customers better and improve our telephone network. Data relating to the routing, timing or duration of communication may be kept for up to a year. To ensure security for you and our staff and to help maintain service quality, some calls to Customer Services are monitored. Your personal details are not held indefinitely, but are destroyed after a period of time. Some information will be held after you have closed your account with us.

Credit and Fraud Checks

If you apply for credit, we will register and check your details with credit reference agencies to help us make credit decisions about you. You must be able to disclose information about anyone else with whom you have a financial link. Your details may be linked to records relating to one or more of those people. We will also check your details with a fraud prevention agency. If you give us false information which leads us to suspect fraud we will record this. We and other organisations may use and search these records to:

- Make decisions about credit, and credit related services, for you and members of your household; Make decisions on motor, household, credit, life and other insurance proposals and claims, for you and members of your household;
- Trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies; and
- Check your identity to prevent money laundering, in the event that you do not provide other satisfactory identification.

These agencies will also use the records for statistical analysis about credit, insurance and fraud.

Changes to our privacy policy

If we decide to change our privacy policy we will publish the changes on our website so you are always aware of the way we collect, use and disclose information.

Access to your Information

If you want, you can always access your personal information. Just make a written request clearly identifying yourself and the information you require. We'll charge you £10 to cover the cost of supplying the information. If we hold any inaccurate information about you we will correct it.

Our address is: T-Mobile, Hatfield Business Park, Hertfordshire, AL10 9BW.

Information correct as of 18th January 2005.