

# Your Pay Monthly Mobile Agreement

This Agreement sets out both of our rights and responsibilities. It is for consumer customers who take Pay Monthly mobile services from us for their own personal use and/or on our consumer tariffs. If you're an O2 Business customer, then our O2 terms and conditions for businesses apply.

## A quick summary

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

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

**1. Charges/Price increases – Each year your Monthly Subscription Charges will be subject to an annual adjustment by the RPI Rate. RPI (or Retail Price Index) is a measure of inflation published by the Office of National Statistics. It measures the change in the cost of a sample of retail goods and services. This adjustment could be an increase or a decrease and the adjusted amount will first appear on your April bill.** E.g. below (RPI rates illustrative only):

If your airtime tariff is **£21** a month when you sign up in September.

**Year 1:** On your first April bill you would see your airtime tariff increase to £21.63 a month (if RPI Rate announced in the Feb preceding the RPI Change was 3.0%) i.e.  $£21 \times 1.030 = £21.63$ ; and

**Year 2:** On your next April bill you would see your airtime tariff increase to £22.21 a month (if RPI Rate announced in the Feb preceding the RPI Change was 2.7%), i.e.  $£21.63 \times 1.027 = £22.21401$ .

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

**Your inclusive allowances cover mainland calls, texts and data in our Europe Zone provided that if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK. Special numbers and services (such as premium rate numbers and some 08 numbers) are not included. Please see our Tariff Terms and Website for more details about specific tariffs and Charges outside your allowances. We may increase or decrease our other prices from time to time. Some increases would give you the right to end your Agreement without paying the Monthly Subscription Charges for the remaining months of your Minimum Period, however if you've taken Equipment on a Device Plan, you will have to pay for it in full. Details are in paragraph 5 of the Agreement.**

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

**3. Your Minimum Period** – Your Pay Monthly Mobile Agreement has a minimum term called a Minimum Period. After that Minimum Period, you can end the Agreement by giving us 30 days' Notice and you will have to pay Charges during this notice period. Unless specified otherwise (such as in your Tariff Terms), if you want to end the Agreement during the Minimum Period or we end this Agreement as a result of your material breach, then you will have to pay a fee of no more than your Monthly Subscription Charges multiplied by the

number of months left in your Minimum Period and if you've taken Equipment on a Device Plan, you will have to pay for it in full. **Details are in paragraph 8 of the Agreement.**

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

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

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

**6. How we use your information** – We will collect information about how you use our Services and third party services you use in conjunction with our Services, including for example your location and account activity, to enhance your overall experience with us and make it more relevant to you. We may use and analyse your personal details to help us run your Service(s) and account, including for credit checking and fraud prevention. We may share and combine that data and your information with carefully selected third parties for all those same

reasons. Your information is treated in accordance with our Privacy Policy, which can be viewed here: [o2.co.uk/termsandconditions/privacy-policy](https://o2.co.uk/termsandconditions/privacy-policy).

## Your Pay Monthly Mobile Agreement in Full

Your Pay Monthly Mobile Agreement with us (this "Agreement") is made up of different parts you have:

- a "**Services Agreement**" which is about how you access our Network and other Services;
- an "**Equipment Agreement**" that covers any Mobile Phone or other Equipment we sell you or give you when you sign up for our Services (please note, this should not be confused with a Device Plan); and
- some general legal terms and conditions that apply which we call the "**General Terms**";

We've defined some of the words in this Agreement to make it easier to read and understand. You can check the list of definitions on our Website or by contacting customer service you have:

- The latest "**Tariff Terms**" covering the types of calls you can make, messages you can send and data you can use, and our "**Fair Use Policy**" that explains your usage obligations, how to avoid breaching these obligations and what will happen if you don't comply. These can be viewed here: [o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms](https://o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms). These change from time to time so we suggest you check them regularly;
- our latest "**Privacy Policy**" that sets out how we collect and use your personal information, which can be viewed at [o2.co.uk/termsandconditions/privacy-policy](https://o2.co.uk/termsandconditions/privacy-policy);
- any terms for other promotions, offers and services we supply, For more information, please visit [o2.co.uk/terms](https://o2.co.uk/terms).

All of these documents make up this Agreement and cover how we'll supply Equipment and Services.

- I - Services Agreement
- II - The Equipment Agreement
- III - General Terms and Conditions

### I – SERVICES AGREEMENT

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

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

**2.1** The Service isn't available everywhere in our Europe Zone. It isn't available in all other countries. It may be restricted to certain areas of those countries where it is available. Not all Equipment will be able to receive the Service. We may not provide the Service to Equipment that is not able to receive the Service or is not approved by us. Some Equipment facilities may be available at a later date and additional charges may apply.

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

**2.3** We'll allocate you a number for use of your Mobile Phone or certain other Equipment on the Network. The number does not belong to you and may be transferred to another service provider only in certain circumstances. The details are available on our Website and from customer service.

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

**2.5** Unless otherwise stated, you will be charged for incoming calls if you're using your Equipment abroad (excluding our Europe Zone) (including the cost of receiving voicemail messages). If you use Services abroad (excluding our Europe Zone), we will usually take longer to be billed. It's best to check the cost of using your Equipment abroad (excluding our Europe Zone) before you travel. Accidental roaming might

occur if you are in an area close to national borders because your Equipment picks up a network across the border. If this happens, you may be charged as though you were roaming on an international network. You can prevent this if you are near a national border by setting your Mobile Phone or other Equipment (as applicable) to do a manual network selection and select the 'O2' Network. For more information about using our Service abroad, please visit your nearest O2 store or [o2.co.uk/international](https://o2.co.uk/international).

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

**2.7** We may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time.

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

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

**2.10** Unless specified otherwise in a Related Agreement, we can add to, change, substitute, or discontinue any Additional Services we provide at any time. We don't guarantee any particular Additional Services will continue to be available. We have no liability for any Additional Services you choose to take from third parties, including if they are defective or deficient, and any dispute with a third party will not affect your obligation to pay Additional Services Charges.

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

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

### 3. How long this Agreement lasts

**3.1** This Agreement starts when we accept your application (the day you receive your SIM Card) or, if you don't receive your SIM Card when you sign up (for instance if you buy online), on the day your SIM Card is dispatched.

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

**3.3** If you upgrade with us or one of our partners you agree that a new agreement and (if relevant) a new Minimum Period will apply. This will start if we accept your application for an upgrade in an O2 shop or (if applicable) on the day your Equipment is dispatched if your upgrade application is accepted online or over the phone. If you are disconnected from the Service and later re-connect, this could affect your upgrade eligibility.

### 4. Things we may have to do

**4.1** Occasionally we may have to:

**(a)** change your Mobile Phone number, or any other name, code or number, or the SIM Card associated with the Service. This might be if we're asked to do so by a government or regulatory body or if we reasonably believe that the change will make your use of the Service better. We'll give you reasonable notice before we make this type of change;

**(b)** temporarily suspend the Service (or any part of it) including (but not limited to) for operational reasons, in an emergency, or for reasons of security. This might be if we're asked to do so by a government or regulatory body; or

**(c)** bar access to certain numbers or Equipment from the Service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Equipment and/or the Service.

**4.2** We may migrate your account from one billing platform to another. If we do, and the migration will affect your service in any way, we'll give you notice. If you are migrated, your billing date may change.

## 5. Charges for our Services

**5.1** Detailed charging information can be found on our Website and in our Tariff Terms. The RPI Change and any other increase to our Charges is necessary so that we can continue to provide you with the Service to the standards set out in paragraph 15.1 and/or because our costs have increased in a manner which is wholly or partly outside of our control.

**5.2** Your Monthly Subscription Charges will be subject to an annual adjustment by the RPI Rate (which could increase or decrease), which will first appear on the April bill following the announcement of the RPI Rate (an "RPI Change"). We will publish on our Website the relevant RPI Rate as soon as it becomes available. If we do this more often and/or by more than the RPI Rate then you'll have the right to end this Agreement under paragraph 5.4.

**5.3** We may also increase or decrease our Out-of-Bundle Charges from time to time. If we increase our Out-of-Bundle Charges, we'll give you Notice at least 30 days before the Out-of-Bundle Charges are due to go up and you'll have the rights explained in paragraphs 5.4 and 5.5.

**5.4** You can end this Agreement without having to pay the Monthly Subscription Charges up to the end of any Minimum Period you have left, if:

**(a)** We apply an increase to your Monthly Subscription Charges of more than the RPI Rate; or

**(b)** we increase any of our Out-of-Bundle Charges in a way that would have had the effect of increasing your total bill (based on your usage in your bill in the month prior to our notification) by more than 10% if the increase(s) had applied for the whole of that month's bill.

**5.5** If you want to end the Agreement because of one of the circumstances in paragraph 5.4 you must give us Notice that you want to within 30 days of our Notice. If you don't give us Notice within 30 days, you accept the new Charges and the Agreement will continue with the new Charges.

**5.6** We reserve the right to increase our Additional Services Charges at any time and by any amount. We'll post the new Additional Services Charges on our Website. If, following an increase you do not want to pay the new price then you may be able to, unless otherwise specified under a Related Agreement, cancel the relevant Additional Service, or stop using it. For Additional Services we provide with a recurring subscription we'll let you know at least 30 days before the Additional Services Charges are due to go up.

**5.7** The restrictions in paragraphs 5.2, 5.3 and 5.4 and your corresponding right to terminate under paragraphs 5.4 and 5.5 won't apply if the increase or change is as a result of a requirement by a government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or the extension of an existing tax that has not previously applied.

**5.8** For any calculations under paragraph 5.4(b), if you have any goodwill, discounts or other credits which reduce your actual bill total you'll need to look at the increase in your total bill as if the credits were not applied. Unless you have itemised billing the total amount for all Charges will be included as a single item on your bill.

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

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

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

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

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

**5.14** There is an additional Charge to have your bills in paper format.

**5.15** Some Equipment is locked to our Network. If Equipment is exclusive to us, we may never offer an unlocking service for it except as otherwise provided in your Device Plan with us. If we do unlock your Equipment, we may charge you for this

service and you will still be responsible for any Charges on your SIM Card including for the remainder of any Minimum Period and for any outstanding balance on a Device Plan. You can get details of which Equipment can be unlocked and the Charges by calling customer service or checking the Website.

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

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

**5.18** Further detail about how we measure and charge is set out in our Tariff Terms. Each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding rules (if the last digit is a 4 or lower we'll round down, otherwise we'll round up). If applicable, VAT (at the prevailing rate) is then added to the total of all Charges on your bill, with the VAT part of the charge being rounded down to the nearest penny.

**5.19** You may be charged to receive certain premium-rated calls, text messaging services, multimedia messaging services and Content. Information is available at [o2.co.uk/premiumnumberpricing](http://o2.co.uk/premiumnumberpricing). Please check these before using premium-rated services. Most premium-rate services are operated by third parties. For third-party premium sms and subscription services, please check the promotional material for advertised rates before you use these services.

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

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

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

## 6. What we expect of you

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

**6.2** You agree:

**(a)** to give us any information you provide us or we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date;

**(b)** to take adequate steps to avoid damage to the SIM Card or unauthorised use or theft of the SIM Card;

**(c)** that the SIM Card will at all times remain our property and you are not entitled to resell or distribute the SIM Card or the Service to anyone else;

**(d)** that we sometimes may need to send security information to your SIM Card by text message (like checking you are who you say you are when you sign up online for one of our or a third party's Additional Services) or to allow access to some security features directly from your Mobile Phone/Equipment (like changing the Personal Identification Number (PIN) to access your voicemail remotely) and that you need to make sure that nobody else can use your SIM Card to access this kind of security information;

**(e)** to tell customer service as soon as possible by telephone or through the 'Contact Us' section of our Website if the SIM Card or your Equipment is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner; and

**(f)** to cooperate with us in our reasonable security checks.

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

**(a)** fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;

**(b)** to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful;

**(c)** to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;

**(d)** to generate Artificially Inflated Traffic or in a way which may harm our Network and/or affect the experience of other customers; or

(e) to persistently send automated unsolicited communications (including SMS spam).

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

**6.5** You must tell us immediately by contacting The Data Controller at Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX or through the 'Contact Us' section of our Website if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained about. If we ask you to, you must confirm the details of the claim(s) in writing.

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

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

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

- (a) if you do not comply with your obligations under paragraph 6 or any of the events set out in paragraph 8.1 occur;
- (b) if the SIM Card is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your SIM Card;
- (c) if you are abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or
- (d) if you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect our Network or reputation.

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

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

#### **8. Ending the Agreement**

**8.1** As well as any other rights we have, we can end the Agreement and/or a Related Agreement at any time, with immediate effect if:

- (a) you don't pay Charges when they are due. This includes any deposit we've asked for;
- (b) you break this Agreement and/or a Related Agreement in any other material way and you don't correct the situation within 7 days of us asking you to;
- (c) we reasonably believe that the Service is being used in a way forbidden by paragraph 6, even if you don't know that the Service is being used in such a way;
- (d) you're in breach of paragraphs 6.3 (a)-(e) or you persistently behave in a way that would allow us to bar your SIM Card in accordance with paragraph 7 of this Agreement;
- (e) we reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;
- (f) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or
- (g) you refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.

**8.2** This Agreement can be ended by either you or by us giving at least 30 days' Notice (in line with paragraph 19). Unless your statutory rights allow otherwise, you must pay us any outstanding Charges, including the Charges for this notice period.

**8.3** Unless otherwise specified, if you end this Agreement during any Minimum Period or we end this Agreement under paragraph 8.1(a)-(e) and (g), you must pay us a fee of no more than each of the Monthly Subscription Charges up to the end of the Minimum Period. If you pay us the fee of no more than each of the Monthly Subscription Charges up to the end of that Minimum Period in a single payment, we may reduce the amount due by a rate determined by us. This doesn't apply if you end the Agreement for the one of reasons in paragraph 8.4 below.

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

- (a) we break a material term of this Agreement which completely restricts our ability to provide you with the Service and we don't correct it within 7 days of receiving your complaint;
- (b) we go into liquidation or a receiver or administrator is appointed over our assets;
- (c) we increase our Charges in a way that would allow you to end the Agreement under paragraph 5.4 and/or 5.5; or
- (d) we change the terms of this Agreement to your significant disadvantage (which for the avoidance of doubt shall not include an increase in Charges for Additional Services, or an increase in Charges as set out in paragraphs 5.2, 5.3 or 5.4 (a) and (b)).

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

#### **9. The Mobile Phone you use with a SIM Only Tariff**

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

#### **10. Important – your right to change your mind about the Service Agreement and Equipment**

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

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

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

**10.4** Subject to paragraph 12 below, if you cancel this Service Agreement during your 14 day Change-Your-Mind Period, any Equipment Agreement that you agreed to at the same time for the supply of any Equipment will also be cancelled unless you choose to pay in full for your Equipment in line with the terms of a Device Plan. Unless we tell you otherwise, we'll bear the reasonable postage costs of returning the Equipment with all original parts and the original packaging as long as you follow our repair and returns processes. We may charge you the reasonable costs that we incur in collecting it which may be substantial. You must make the Equipment available for collection on our request. If you paid any money for the Equipment, we'll refund that money to you when we get the Equipment back from you in satisfactory condition (which includes being free of any security or software lock), less any Charges. In line with paragraph 10.2, you'll be charged for Non>Returns.

**10.5** You have the right to reject defective Equipment within a reasonable period as set out on our Website. However, if you request a replacement and you don't return the original Equipment so that we can satisfy ourselves as to the defect, you'll be charged for the Non-Return. Nothing in this paragraph 10 affects your statutory rights.

#### **II - THE EQUIPMENT AGREEMENT**

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

#### **12 Your Equipment**

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

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

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

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

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

**12.6** If you agreed to buy your Equipment under a Device Plan, the terms for payment of the Equipment will be as set out in that Device Plan. The terms of the Device Plan will take precedence in the event of any conflict between it and this Agreement. If you end the Services Agreement under paragraph 8, other than in circumstances where you end it under paragraphs 8.4(a) or (b), we may take the actions set out in the Device Plan including requiring you to repay immediately the full amount for the Equipment.

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

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

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

**13.2** Unless we tell you otherwise, we'll bear the reasonable postage costs of returning the Equipment with original parts and the original packaging, as long as you follow our repair and returns policy, otherwise you must bear the cost of returning the Equipment to us. We may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request. If you paid any money for the Equipment, we'll refund that money to you when we get the Equipment back from you, less any charges, or cancel your Device Plan if applicable. If you are entitled to a replacement for your Equipment, you must return your original Equipment to us before we replace it, or if you are provided with a replacement before you have returned your original Equipment, you'll be charged for Non>Returns.

**13.3** If you cancel your purchase of Equipment, you may still be liable to us for the Charges under your Service Agreement for the duration of any Minimum Period and the instalments under a Device Plan.

**13.4** Nothing in paragraph 13 affects legal rights that you have.

### **III – GENERAL TERMS AND CONDITIONS**

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

#### **15. Limitation of Liability**

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

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

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

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

**15.4** If we're found to be liable to you our liability will not exceed £3,000 (except in either case under the paragraphs immediately above or below).

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

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

#### **16. Loss or Damage to your Mobile Phone**

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

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

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

**17.1** Except for the obligations under paragraphs 5, 6, 7, 12.1, and 12.2 if either of us can't do what we've promised because of something beyond our reasonable

control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom we're not responsible (including other telecommunication providers), acts of local or central Government or other competent authorities), neither of us will be liable for this.

#### **18 Assignment**

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

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

#### **19 Notices**

**19.1** If you want to end the Agreement for any of the reasons described in paragraph 8.2 or 8.4 (b), (c) and (d), you must call customer service and give us Notice of at least 30 days. If you want to end the Agreement under paragraph 8.4(a) you must give us written notice of at least 7 days.

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

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

(b) by us in writing by post or email to you at the most recent address you've given us (and you must keep us updated if your details change), or by SMS, MyO2 or bill communication, Website notification or other method of written notification which we may reasonably use to communicate with you.

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

**20.1** We can make reasonable changes to this Agreement at any time. All changes will be posted on our Website. Please check regularly for updates.

**20.2** If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we'll give you 30 days' Notice before the changes take place.

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

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

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

**21.3** You authorise us and carefully selected third parties to use, assess, analyse and disclose, in the UK and abroad, information about you, your use of the Service(s) including, but not limited to, phone numbers and/or email addresses of calls, texts, data and other communications ("Communications") made and received by you and the date, duration, time and cost of such Communications, how you conduct your account and the location of your Equipment for the purposes of operating your account and providing you with the Service(s) and services provided by others; to improve our and our partners' products and services and develop new ones; to manage our Network; to help us run and grow our business; to keep you informed about the end of your Minimum Period or other details relevant to your Service; for marketing purposes including amongst other things to identify and tell you about, or offer you, by phone, post, your Mobile Phone or other Equipment, email, text (SMS), or other means, any further products, services and offers which we or our partners

think might interest you; for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency, bank or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us.

**21.4** You can get more details from our public registration held by the Information Commissioner. If you want details of the credit reference or the fraud prevention agencies from whom we get, and with whom we record, information about you you want to receive a copy of the information we hold about you (we'll charge a fee), please write to the Data Controller at Telefonía UK Limited, 260 Bath Road, Slough, SL1 4DX or go to the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and Mobile Phone number. If you don't want your details to be used to send you marketing communications, please opt-out in the relevant email or SMS, visit My O2, or write to us c/o The Data Controller, Telefonía UK Limited 260 Bath Road, Slough, SL1 4DX or through the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and Mobile Phone number. For details on how we use your information please refer to our Privacy Policy and Cookies Policy on our Website.

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

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

## 22. Is there anything else?

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

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

**22.3** If you want to complain about our Service, contact customer services (details are on your bill or on the "Contact Us" section of the Website). If you are still unhappy you can write for an impartial review to: Complaint Review Service, PO Box 302, Dunstable, LU6 9GN. Please include your Mobile Phone number if you write to us. If we don't resolve your complaint you can contact the Ombudsman Services: Communications. You can find their details at [ombudsman-services.org](http://ombudsman-services.org)/communications. They offer a free, independent service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. The European Online Dispute Resolution site [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/) allows consumers to submit disputes relating to online purchases with us. You can check our Website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions.

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

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

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

**22.7** This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to.

## 23. The Definitions

**23.1** In this Agreement (including these General Terms):

**"Additional Services"** means extra services (i.e. not the Services you pay for as part of your Monthly Subscription Charges or your Out-of-Bundle Charges) that you may use or choose to take from us and/or third parties, which may or may not be covered by a Related Agreement, including but not limited to, Bolt Ons, roaming and international services, payment services, wifi services, premium rate services, non-standard and special numbers, non-geographic numbers, directory enquiry services, provision of Content and mobile applications;

**"Additional Services Charges"** means charges for Additional Services;

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

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

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

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

**"Change-Your-Mind Period"** means the number of days you have to cancel your Agreement and/or return or swap your Equipment, which will be 14 days unless otherwise specified. Further details are set out in the returns and repairs section of our Website, in your welcome pack or on your bill receipt;

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

**"Content"** means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time. Content may be chargeable;

**"Device Plan"** means a Related Agreement which specifies the terms under which you pay in instalments for your Equipment;

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

**"Europe Zone"** means destinations included in our Europe Zone see [o2.co.uk/help/pay-monthly/roaming-in-europe](http://o2.co.uk/help/pay-monthly/roaming-in-europe);

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

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

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

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

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

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

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

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

**"Notice"** means as further set out in paragraph 19, your call to give us notice to terminate in accordance with paragraph 19.1, or your letter or email to our customer services, as applicable; or our call, email, letter, SMS, bill, Website notification, MyO2 communication or other notification to you;

**"Out-of-Bundle Charges"** means Charges you will incur for our Services when you exceed the inclusive allowances you pay for as part of your Monthly Subscription Charges (i.e. standard calls, texts and data in our Europe Zone in excess of your inclusive tariff allowance provided that if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK) and not including Additional Services;

**"Related Agreements(s)"** means other terms and conditions which you separately agree to, under which we or our group companies agree to provide you with goods(s) or service(s);

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

**"RPI Change"** means an increase or a decrease as described in paragraph 5.2

**"RPI Rate"** means the "RPI Percentage change over 12 months: monthly rate" announced by the Office for National Statistics announced in the February preceding an RPI Change;

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

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

**"SIM Card"** means the subscriber identification module card that you'll need to be able to use the Service;

**"SIM Only Tariff"** means a tariff where we don't supply Equipment when you subscribe to the Service;

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

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

**"We", "us", "our" or "O2"** means Telefónica UK Limited of 260 Bath Road, Slough SL1 4DX. Registered in England and Wales under Company number 1743099 and VAT number GB 778 6037 85. Telefónica UK Limited is authorised and regulated by the Financial Conduct Authority (Reference Number 718822), and

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