



## Terms & Conditions – Pay Monthly

### 1. Definitions

1.1 In this Agreement, certain words shall have the following meanings:

“Access Charge” means a rate set in respect of the retail and origination of a call to an Unbundled Tariff Number and its conveyance up to and including the Assumed Handover Point for the purpose of calculating the amount payable for making such a call;

"Additional Services" means optional services which you may choose to take from us, such as, roaming and international services, premium rate services, directory enquiry services, Content and third party services;

"Agreement" means these terms and conditions (together with any other terms that are incorporated into or added to it from time to time), your Tariff Summary and our Privacy Policy;

"Artificially Inflated Traffic" means any situation where the flow of calls, SMS, MMS and/or data to any particular revenue share service and/or GSM Gateway is, as a result of any activity on or on behalf of the party operating that revenue share service or GSM Gateway, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the Network;

“Assumed Handover Point” means the point of interconnection nearest to the origination of a call to an Unbundled Tariff Number at which the call may be handed over for conveyance;

"Charges" means all the charges associated with the Services and Additional Services described in the Tariff and, further in our List of Charges including but not limited to any connection fee (a once only payment if applicable), monthly (or other periodic) line rental charge, call, SMS, MMS, browsing, GPRS and data charges and any other charges in respect of the Services provided to you or someone else using your Mobile Device; Charges also includes Early Termination Fees;

"Content" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Services including all information supplied by content providers from time to time;

“Credit Limit” means an amount we have agreed you may spend on Services above your inclusive monthly allowance, which is on top of your monthly line rental. Please note that the Credit Limit does not act as a cap on Charges and you may be able to incur Charges which result in you exceeding your Credit Limit. If this happens, you will still be liable to pay for all Charges incurred in excess of your Credit Limit;

"Currys Group Limited" means a company incorporated in England and Wales (Company registration number: 504877) and whose registered office is at 1 Portal Way, London, United Kingdom, W3 6RS;

"Early Termination Fees" means the charges made up of the remaining time left on your plan if you decide to end your services with us during the minimum contracted period, calculated by multiplying your Tariff by the remaining Minimum Period;"

"Eligible Calls" means calls and/or texts to UK standard landline or mobile numbers or services starting with 01, 02 and 03 (excluding calls to the Isle of Man and the Channel Islands) and any other numbers that we expressly state are eligible; in the EEA, 'Eligible Calls' has the equivalent meaning and includes calls and/or texts to the visited country's geographic numbers and mobile numbers;

"Equipment" means equipment we provide to you or which is used by you in your use of the Services, including, your Mobile Device (including any new Mobile Device issued in an Upgrade) and accessories (but not including your SIM Card), data card, USB modem and other GSM/UMTS equipment;

"EU Roaming Regulations" means Directive 531/2012 of 13 June 2012, Directive 2015/2120 of 25 November 2015 and Commission Implementing Regulation of 15 December 2016;

"EEA" means the European Economic Area, being the 27 EU Member States (other than the UK), Norway, Iceland, Lichtenstein and the Outermost Regions of Martinique, Mayotte, Guadeloupe, French Guyana, Réunion, Saint-Martin, Madeira, the Azores and the Canary Islands;

"Fair Use Policy" means our fair use policy, if any, available on our Website at <https://www.idmobile.co.uk/help-and-advice/eu-roaming/fair-usage-policy> and as updated from time to time;

"GPRS" means the General Packet Radio Service provided by us, which forms part of the Services;

"Group" means Currys Group Limited, together with its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time;

"GSM Gateway" means a single point of access to a GSM network capable of using multiple SIM Cards/eSIM;

"iD Mobile app" means the free software for compatible devices that we make available to you for managing your iD Mobile account, details of which are available at <https://www.idmobile.co.uk/app> and which may change from time to time;

"INFO" means switching customer information which may include, but it is not limited to, any outstanding and unbilled balances and any Early Termination Fees;

"List of Charges" means the list detailing all our Charges (including call Charges) which is available on our Website at [www.idmobile.co.uk/help-and-advice/call-charges](http://www.idmobile.co.uk/help-and-advice/call-charges) and [www.idmobile.co.uk/help-and-advice/list-of-charges](http://www.idmobile.co.uk/help-and-advice/list-of-charges);

"Minimum Period" means any minimum period for you to receive and pay for the Services (where applicable in relation to your specific Tariff), which starts from the day on which the Services are first provided or from the day on which your Upgrade is effective (as applicable);

"MMS" means Multimedia Messaging Service;

"Mobile Device" means a cellular telephone or other device used by you to receive or use the Services;

"Mobile Hotspots" are portable devices or features on smartphones that provide wireless Internet access for multiple devices at the same time (for example a laptop, smartphone, MP3 player, tablet, portable gaming device, etc.);

"Network" means the public switched telephone network and/or a wireless telegraphy telephony link by means of a cellular radio system used by us to provide the services;

"Order" means any order that you submit to us verbally or in writing for any of the Services;

"No Fee Right to Exit" means an option for you to terminate your contract without paying Early Termination Fees; you will have a No Fee Right to Exit only where this is set out in this Agreement;

"PAC" means Porting Authorisation Code; this is a unique identifier used by mobile network operators to facilitate mobile number portability (or MNP) for customers wishing to keep their number when they change network;

"Payment Method" means the payment details that you provided in order to pay for the Services;

"Personal Information" means the details you provide to us and any information generated through your dealings with us or use of the Services;

"Post Pay" means a tariff where you pay a monthly amount in advance for line rental and a bundle of Services and where you are charged monthly in arrears for any out-of-bundle Services and Additional Services;

"Roam Free Destinations" means Austria, Azerbaijan, Azores, Belarus, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Réunion, Romania, Saint Barthélemy, Saint-Martin, San Marino, Slovakia, Slovenia, Spain, Sweden, Vatican City.

"Services" means all or part of a telephone service provided through the Network and includes any service or facility comprised of the Services including the ability to make and receive calls, to send and receive data by means of the Network, to send and receive e-mails via the Internet, to access information from the Internet, GPRS

and any additional service or product including without limitation, insurance and specified land line or other home service supplied to you by us from time to time;

"SIM Card and eSIM" means the Subscriber Identity Module card or digital profile containing data (including your identity) used to receive the Services;

"SIM Only" means a "Pay As You Go" or Post Pay tariff in relation to which a Mobile Device will not be supplied when you agree to purchase the Services;

"SMS" means Short Messaging Service;

"STAC" means Service Termination Authorisation Code; this is a unique identifier used by mobile network operators to facilitate auto switching for customers wishing to switch network without a port (also known as N-PAC);

"Surcharge" means an additional charge we may levy if your roaming use within our Roam Free Destinations exceeds the limit permitted by our Fair Usage Policy, but excludes our out of bundle rates which you can view on our Website at [www.idmobile.co.uk/help-and-advice/eu-roaming/fair-usage-policy](http://www.idmobile.co.uk/help-and-advice/eu-roaming/fair-usage-policy) and [www.idmobile.co.uk/help-and-advice/international-and-roaming-charges](http://www.idmobile.co.uk/help-and-advice/international-and-roaming-charges);

"Switching Delay Compensation" means compensation to you from Network providers where there is a delay to the migration date during PAC / STAC process, including extended loss of service;

"Tariff" means the price plan you have signed up to;

"Tariff Summary" means the summary of your Tariff, as stated on the first page of your contract;

"UK" means the United Kingdom excluding Isle of Man and the Channel Islands;

"Unbundled Tariff Number" means a non-geographic number starting 084, 087, 090, 091, 098, or 118;

"Upgrade" means the issue of a new Mobile Device to you or where you opt to change your Tariff on the condition that you enter into a minimum term contract with us on our then current terms and conditions;

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 (or its successor Acts) and any similar replacement or additional tax;

"Website" means idmobile.co.uk and any additional websites linked from such website or such other website used by us to promote and support the Services;

"we", "iD Mobile", "iD", "us" and "our" means Currys Group Limited, the supplier of the services;

"you" and "your" means the customer with whom we make this Agreement, and it includes a person who is acting or using any Equipment with your authority or knowledge or who we reasonably believe is doing so.

## **2. Structure of this Agreement**

2.1 This Agreement covers the Services. It does not cover anything else you might buy from us.

### **3. Duration**

3.1 This Agreement will continue for the Minimum Period and will continue to apply after that unless and until either you or we terminate it in accordance with Clause 8 below or otherwise in accordance with a right expressly set out in this Agreement.

3.2 If you take an Upgrade from us, this will start a new Minimum Period running, and this may end later than the end of the previous Minimum Period.

### **4. Provision of the Services**

4.1 The Services may not be available in all parts of the United Kingdom or abroad. You may not be able to use the Services which we agree to provide to you to call all countries or all international numbers. Unless otherwise agreed, the Services do not include call divert or call waiting. We reserve the right to add to, substitute, or discontinue any Additional Services at any time. We do not guarantee that we will continue to provide any particular Additional Services. Not all mobile devices will be able to receive the Services. If you buy a SIM Only tariff from us, your current device may be restricted to use on another network or 'locked' and you may need to obtain an unlocking code from your current service provider to be able to receive the Services. Failure to enter the correct unlocking code may result in your device becoming permanently blocked.

4.2 We will provide you with roaming services in the EEA in accordance with applicable legislation. For Post-Pay Tariffs, when your SIM Card/eSIM is connected to the iD Mobile Network, it will have been programmed so that you are able to use overseas networks to make calls and send MMS or SMS messages and data roam whilst overseas. In accordance with EU Roaming Regulations whilst roaming (both within and outside of the EU) you may be capped from exceeding the current data roaming spend limit which is £45 (excluding VAT) per month. If you want to have your data roaming spend limit uncapped, then you should visit iD Mobile's website for methods of contact – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus). Please note: the EU Roaming Regulations do not apply to iD Mobile, but we have decided to continue to offer you the benefits that they provide anyway.

4.2.1 If you use iD Mobile services in our Roam Free Destinations, you can use up to 30GB of your monthly data allowance while roaming.

4.2.1.1 If you have a plan with less than 30GB monthly data allowance, you can use any remaining data from your monthly inclusive allowance plus any data rollover and any add-on up to a maximum total of 30GB a month. When you exceed this you'll be charged an out of bundle rate of £0.10 per Mb (equivalent to £102.40 per GB).

4.2.1.2 If you have a plan with 30GB or more monthly data allowance (not including unlimited plans), you can use any remaining data from your monthly inclusive allowance up to 30GB a month. Once you exceed this, you will be surcharged £3 per GB up to your monthly inclusive data allowance plus any data rollover and add-on. Thereafter, you will be charged at our standard roaming out of bundle rate of £0.10Mb (equivalent to £102.40 per GB).

4.2.1.3 If you have an unlimited data plan, you can use up to 30GB in a month while roaming. Any use that is excess of 30GB, you will be surcharged at £3 per GB.

4.2.2 Additional Services or add-ons are not part of your monthly inclusive allowance. However, subject to our Fair Use Policy, add-ons may be used when roaming in our Roam Free Destinations. For more information, please see our Fair Use Policy <https://www.idmobile.co.uk/help-and-advice/eu-roaming/fair-usage-policy>.

4.3 If you use your SIM Card/eSIM abroad, you will be charged for the calls that you receive as well as for those that you make except when you roam in the Economic European Area in which case, subject to our Fair Usage Policy, your voice and SMS usage will be charged at the same rate as the UK rate and your data allowance will be calculated in accordance with the EU Roaming Regulations. If your EU Roaming Use exceeds the EU Roaming Data Allowance (RDA), we may apply a Surcharge of £0.25 per MB of data used beyond the RDA, up to the amount your inclusive allowance under your Tariff. Use beyond your inclusive allowance will be charged under your Tariff. In respect of voice and SMS services, we may apply a Surcharge if we think you are roaming permanently, regardless of any allowance under your Tariff. Charges incurred using your roaming service may take longer to be charged than normal Charges. For details on surcharge and our Fair Usage Policy please visit <https://www.idmobile.co.uk/help-and-advice/eu-roaming/fair-usage-policy>

4.4 The Services are not guaranteed to be fault free and they may be impaired by things such as too many people trying to use the Network, geographical, topographical, atmospheric, or other conditions (including buildings, underpasses and other causes of interference) and/or circumstances beyond our reasonable control. Overseas networks may also be limited in quality and coverage. Outside the EEA, access to overseas networks will depend upon the arrangements between the foreign operators and us, details of which are available on the Website and which may change from time to time.

4.5 The network coverage and the data speed will vary due to a number of factors including your location, local geography, congestion, your plan and the type of device that you are using. For example, you would only be able to use 5G services with a 5G-ready device, eligible plan and within the 5G coverage area. For more information please visit <https://www.idmobile.co.uk/help-and-advice/coverage>.

4.6 If you experience continuous or recurring disruption of our Services or if there is a technical fault on our network that is caused by us, you may be entitled to a partial or full credit of your charges based on severity of the disruption caused and the

number of days your Services remained disrupted. To receive credit of your charges, you must report to us the nature of the disruption you experienced as soon as reasonably practicable, and no later than 6 months after the disruption began. We will then investigate the severity and its impact on your Services against your typical usage history and take next steps to resolve the disruption reported.

4.6.1 If the Services are not available to you for 7 days or longer you may terminate the agreement. You must contact us to confirm that services are not available to you and if we deem that the root cause originated with us, then no Early Termination Fees will apply. In such case, you must return your handset and any other equipment purchased as part of your contract. Once we have received your return we will reverse any Termination Fees that may have been applied. For more details on how to return your equipment please visit [www.idmobile.co.uk/help-and-advice/returns-cancellations](http://www.idmobile.co.uk/help-and-advice/returns-cancellations).

4.6.2 We will not be responsible for any loss of service due to something outside of our reasonable control.

4.7 We aim to connect your SIM Card/eSIM to the Services within 14 days of accepting your order. If you place an order for an Additional Service or otherwise instruct us to change the Services (e.g. to bar calls) we will use reasonable endeavours to complete your order as soon as possible, but there may be a delay in your order being completed. We will not be liable to you for any costs, expenses or claims arising directly or indirectly out of such delay.

4.8 In the interest of other users, the number and duration of messages that can be left on your voicemail service will be limited. Please note that the confidentiality of your messages cannot be guaranteed. You must not record an abusive greeting message. You may not be able to use the voicemail service whilst abroad.

4.9 You may use the Services to access or link into websites, resources and/or networks worldwide. We accept no responsibility for the content, services or otherwise in respect of these and you agree to conform to the acceptable use policies of such websites, resources and/or networks.

4.10 By default, billing is provided through your iD Mobile online account at [my.idmobile.co.uk/](http://my.idmobile.co.uk/) and in the iD Mobile app. If you would prefer to receive your bill in a paper format (for which we may charge you in accordance with the List of Charges) please visit iD Mobile website for methods of contact – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus) and we will arrange this for you.

4.11 On connection of your SIM Card/eSIM to the Network (or at any time later on), we may set a credit limit on the Charges you may incur during each calendar month (we call this a "Credit Limit"). We shall give you notice if we change your Credit Limit. If you wish to vary your Credit Limit, you should visit iD Mobile's website for methods of contact – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus). We may agree to vary the Credit Limit after making credit checks and we may, pursuant to Clause 4.10, ask you to pay a deposit. If you go over your Credit Limit (and it may take us some time to check this,

particularly if you are using your roaming service), we may suspend the Services until payment of all Charges (including any reconnection charge) has been made and you will, in attempting to make any call, be automatically diverted to our customer payments helpline to make a payment.

4.12 We may require you to pay a deposit for the Services or Additional Services. Such deposit will be reasonable, non-interest bearing, retained for a minimum period advised to you or until your final invoice has been paid following termination of this Agreement and Charges incurred by you may be offset against this deposit. If there is a remaining deposit after all Charges are recovered, we will refund the balance to you. At any time after the minimum period advised for holding your deposit, you may ask for a refund of your deposit, but this may result in us restricting the use or provision of the Services or reducing your Credit Limit.

4.13 Please note that the Credit Limit does not act as a cap to prevent further Charges arising and you may be able to incur Charges which result in you exceeding your Credit Limit, subject to clause 4.2 above when roaming. If this happens, you will still be liable to pay for all Charges incurred in excess of your Credit Limit. We may restrict your ability to purchase Additional Services based on your Credit Limit. Upgrades are at the sole discretion of iD and will be limited to the duration of your Minimum Period unless we notify you otherwise.

4.14 Devices sold directly from us as part of your current agreement are not locked to the iD Mobile network and this will continue even after your minimum contract term is complete. However, if you did not purchase the device you are using from us and is now locked following use of an iD Mobile Sim/eSIM, and you want it to be unlocked from our network, you can contact us and we can help to arrange for your device to be unlocked free of charge in an authorised manner. Prior to us arranging for your device to be unlocked, you must ensure that you have separate copies of any information, videos, pictures or other data on the device which you want to keep, as this will be lost during the device unlocking process. We will not be liable for any damage, loss or erasure of any such data. The software in the devices and all intellectual property rights in that software is owned or licensed by the manufacturer and you are being allowed to use the software on a limited licence from the manufacturer.

4.15 You can use the Service to call the emergency services. Your number will be shown to the emergency operator. When making an emergency call, your location information will be provided to the emergency operator to the extent technically feasible.

4.16 If the PAC / STAC process is delayed, and the delay is our fault, you may be entitled to Switching Delay Compensation in the form of one-off reimbursement of a portion of your monthly line rental, in the form of an account credit. Your Switching Delay Compensation amount will be communicated to you and credit will automatically be applied to your account.



## 5. Your responsibilities

5.1 You are responsible for managing your account by downloading the iD Mobile App or registering for MyAccount – [www.idmobile.co.uk/myaccount](http://www.idmobile.co.uk/myaccount). You must provide us with a current email address for billing purposes and tell us promptly if you change your email. It is up to you to check that your mailbox is in proper working order; we are not responsible for errors in sending and receiving email, unless caused by our negligence.

5.2 You shall pay us the Charges in accordance with Clause 12.

5.3 You may use the Services only as set out in this Agreement and for your own personal use. This means you must not resell or commercially exploit any of the Services or content.

5.4 You must not use the Services, the SIM Card/eSIM or an iD Mobile phone number or allow anyone else to use the Services, the SIM or an iD Mobile phone number for illegal or improper uses, including but not limited to:

5.4.1 fraudulent or criminal acts;

5.4.2 in any way which breaches another person's rights, including rights of privacy or of copyright or other intellectual property rights;

5.4.3 the copying, storage, modification, publishing or distribution of the Services or their content;

5.4.4 in any way which breaches any security or other safeguards or any other way which harms or interferes with the Network, the Services, disruptions to emergency services or the networks or systems of others;

5.4.5 the use or disclosure of details relating to iD Mobile customers or other misuse of personal data;

5.4.6 for any immoral, obscene, defamatory, harmful, offensive or unlawful purpose or for anything which is racist, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax;

5.4.7 to cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003 as amended or replaced from time to time; or

5.4.8 to generate Artificially Inflated Traffic.

Any such use shall give us the right to terminate this Agreement and the Services immediately and charge you any Charges due.

5.5 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Services and account. Unless otherwise agreed, you must not reverse the charges on any telephone call or accept a reverse charged call. Where a Mobile Device is provided, you must only use such a device

for connection to the Network and also comply with all relevant legislation relating to its use.

5.6 The SIM Card/eSIM profile we provide does not belong to you but remains our property. You may not sell your physical SIM Card, or agree to transfer them (other than through porting it to another network in accordance with the standard porting process) to anyone else without our consent.

5.7 If the SIM Card is lost, stolen, damaged, destroyed or used in an unauthorised manner we may charge you the amount specified in the List of Charges for reconnection. You will be responsible for any Charges incurred as a result of unauthorised use of the Services and/or the SIM Card/eSIM or the information contained within your SIM Card/eSIM, until you have notified us of the need to suspend the Services, e.g. as a result of your loss of your physical SIM Card.

5.8 You must:

5.8.1 take adequate precautions to prevent loss or theft of your physical SIM Card;

5.8.2 inform our customer services as soon as possible if you do lose your physical SIM Card. Please visit the iD Mobile website for methods of contact - [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus) or visit the iD Mobile app if your SIM Card is lost, stolen, damaged, destroyed or likely to be used in an unauthorised manner and to co-operate with us in our reasonable security and other checks.

5.9 We are providing the SIM Card/eSIM and the Services solely for your own personal use (and not for any business purposes) and you may not re-sell or otherwise act as any form of distributor in respect of the SIM Card/eSIM, the Content, the Services or your number, code or any associated number. You must not connect a GSM Gateway to the Network or otherwise establish, install or use a GSM Gateway in relation to the Network or the Services without our prior written consent, which may be withheld at our absolute discretion.

5.10 You must tell us immediately if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Services or the Content and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

## **6. Things we may have to do**

6.1 Occasionally we may have to:

6.1.1 alter the mobile phone number or any other name, code or number or technical specification associated with the Services for reasons beyond our control such as where requested to do so by a governmental or regulatory body or where we reasonably believe that the alteration will enhance your use of the Services. If this is the case, we will give you reasonable notice;

6.1.2 change your SIM Card/eSIM profile;

6.1.3 give you instructions which we believe are necessary for reasons of health, safety or the quality of Services to you or any other customer;

6.1.4 temporarily suspend the Services (or any part of them) for operational reasons or in an emergency or for reasons of security; and/or

6.1.5 bar certain numbers from the Services on a temporary or permanent basis in order to prevent fraud or in circumstances where we would suffer a loss or damage.

6.2 From time to time we may have to migrate your account from one billing platform to another. In these circumstances, we will notify you if migration of your account will affect the Services to your detriment in any way.

6.3 If we believe that we may be unable to continue to provide the Services on a particular network for any reason, such as planned or unplanned incidents impacting Services, we may transfer the mobile phone number to another network. On transfer, we will attempt to continue to make available to you the Services, or similar services.

6.4 We reserve the right to monitor your usage. If we reasonably determine that your use is in breach of any applicable Fair Usage Policy, we may:

6.4.1 request you to moderate your use; and/or

6.4.2 suspend your Service.

6.5 We reserve the right to manage your use of the iD Mobile network in order to protect it for the use of all our customers. Therefore, we may deploy traffic management measures from time to time in an event which in any way breaches security measures, harms or interferes with our network, systems or services or legally required. We reserve the right to review and amend any such measures from time to time and details of our current traffic management policy can be found on our website <https://www.idmobile.co.uk/online-traffic-statement>

## **7. Our right to bar or disconnect**

7.1 We can, at our discretion, bar your SIM Card/eSIM from making calls (other than to the emergency services), sending MMS and/or SMS messages and/or sending or receiving data and/or disconnect your SIM Card/eSIM from the Network:

7.1.1 if you have done anything that would entitle us to terminate the Agreement (in which case, if we do this, we can still also terminate this Agreement if we wish);

7.1.2 in the event of loss or theft or if we have reasonable cause to suspect fraudulent use of a Payment Method, your SIM Card/eSIM and/or Mobile Device; or

7.1.3 if you are persistently abusive or make threats or otherwise act illegally towards our staff or property, or that of our agents.

7.2 You must pay an unbarring charge, any outstanding Charges including those incurred under Clause 4.12 and, if applicable, a re-connection charge if the Services are temporarily barred and/or your Mobile Device and/or SIM Card/eSIM is disconnected from the Network for the reasons stated in Clause 5.4 or 7.1.

7.3 If we bar your Services the Agreement will still continue. You must pay all Charges due from you under this Agreement until the Agreement is ended by notice in accordance with Clause 8.

## **8. Suspension and termination of the Agreement**

8.1 This Agreement may be terminated by:

8.1.1 you without having to give a reason, by giving us at least 30 days' notice in accordance with Clause 17 below. If you do so, you must immediately pay us the Charges including any monthly (or other periodic) line rental charges for any remaining Minimum Period (less any reduction we make for our avoided costs) then outstanding as well as any Charges that apply during the notice period; or

8.1.2 us without having to give you a reason by giving you at least 30 days' written notice in accordance with Clause 17 below. Otherwise, following the same notice period, we may (at our option) move you on to a different tariff or a SIM only tariff.

8.2 Either party may terminate this Agreement at any time on notice (in accordance with Clause 17 below) to the other, without any liability, if that other party does any of the following:

8.2.1 breaches this Agreement in a material way and does not put it right (where it is possible to do so) within a reasonable period of a request to do so; or;

8.2.2 has bankruptcy or insolvency proceedings brought against it.

8.3 In addition to our rights under clause 8.2.1, we may terminate this Agreement at any time on notice, without liability, if:

8.3.1 we have reasonable cause to suspect fraudulent use of your Payment Method (or those of any other person) has occurred to purchase the SIM Card/eSIM and/or the Services;

8.3.2 we have reasonable cause to suspect that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your mobile phone number is taking place;

8.3.3 you do anything (or allow anything to be done) which we reasonably think may damage or affect the operation of the Network such as for example creating a GSM Gateway, Artificially Inflated Traffic or similar;

8.3.4 we have reasonable cause to believe that the Services are being used in breach of Clauses 5.3, 5.4, 5.5 or 5.9 (even if you are not aware of this use);

8.3.5 you fail to pay the Charges when they are due including any deposit we have asked for – unless you put matters right within 7 days of us asking you to do so.

8.4 We may make changes to this Agreement and the Services you receive at any time. In such case we will send you a notice setting out the changes. In certain circumstances that may entitle you to terminate the Agreement if the changes are not acceptable to you, if there is a right to terminate we will explain this in the notice we send to you. See clause 19 for more details on your rights to terminate and when a 'No Fee Right to Exit' will apply.

8.5 When this Agreement ends:

8.5.1 you will be disconnected and your access to the Services will end;

8.5.2 you will no longer be entitled to use your mobile number unless you have ported this number to another network;

8.5.3 you must immediately pay all Charges outstanding at disconnection; and

8.5.4 we will repay any deposit you have given us less any unpaid sums that you owe us (if any). No interest will be payable on any deposit.

8.6 If you would like to switch to another provider during or after your contracted term, you may request a PAC or STAC at any time, and when you use your PAC or STAC it will immediately end your Agreement with us. The following terms apply:

8.6.1 The PAC process must be used when you wish to switch your provider and keep, or port, your number.

8.6.2 The STAC process (also known as N-PAC ) must be used by when you do not wish to port your number. Using the STAC process means that your existing mobile number from the previous provider will be terminated and you will not be able to reactivate it.

8.6.3 You can request your unique switching codes by text: for PAC, text PAC DDMMYY to 65075, for STAC text STAC DDMMYY to 75075, or for INFO text INFO DDMMYY to 86075. DDMMYY should be your date of birth. You can also request them online in MyAccount via [idmobile.co.uk/myaccount](http://idmobile.co.uk/myaccount) or by dialling 7777 from your iD phone.

8.6.4 Even if you are ending this Agreement by using the PAC / STAC processes, you will still have to pay any outstanding and unbilled Charges along with any Early Termination Fee (if there is one). But you will not be charged for any notice period after the PAC / STAC process has been completed.

8.6.5 You may also request a PAC within 30 days after your account is terminated. From the date of issue, your PAC will be active for 30 days and during this time you can port your number to another provider. Requesting a PAC and porting your

number to another provider after termination is free of charge and does not have any impact on your final bill. To request a PAC after termination you must contact our customer services team. Methods of contact can be found on iD Mobile's website; [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus)

8.7 We may suspend the Services where you exceed the Credit Limit or where you do anything that would entitle us to terminate this Agreement (in which case, if we do this, we can still terminate if we wish). We reserve the right not to provide them again until you provide adequate confirmation that you will stop breaching this Agreement. We will continue to provide access to emergency services.

8.8 We may also suspend or terminate the provision of the Services where this is strictly necessary:

8.8.1 for reasons outside of our control; or

8.8.2 if any agreement giving us the ability to provide the Services is suspended or terminated.

8.9 If we suspend the Services, this Agreement will still continue. You do not have to pay the Charges where we suspend the Services under Clause 8.9, but otherwise you must pay all Charges during any period of suspension until the Agreement is ended including all monthly (or other periodic) line rental charges for any Minimum Period which continues to run.

8.10 You must pay a re-connection charge of £10.00 if the Services are temporarily suspended for the reasons stated in Clause 8.8 above.

8.11 In addition to the rights in this Clause 8, you may be able to terminate this Agreement in accordance with the terms of sale (or similar) that apply to you.

8.12 At the end of your Minimum Period, this Agreement will continue on these existing terms until you tell us that you'd like to terminate your Agreement. You can do so by giving us at least 30 days' notice, and you should contact us as set out in Clause 17.

## **9. Internet Access**

9.1 If you have a Mobile Device, which enables access to the Internet ("Mobile Internet Device") the following terms and conditions also apply to you.

9.2 The Internet is not a secure environment. Unwanted programs or material may be downloaded without your knowledge, which may give unauthorised persons access to your Mobile Internet Device and the information stored on your Mobile Internet Device. These programs may perform actions that you have not authorised, possibly without your knowledge.

9.3 We or our contractual partners may provide links to other websites or resources. We neither accept responsibility for third party websites or resources nor endorse their Content. Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Internet Device are solely between you and the person with whom you are dealing. You are solely responsible for evaluating the accuracy and completeness of any of the Content and the value and integrity of goods and services offered by third parties over the Services. We will not be a party to or in any way responsible for any transaction concerning third party goods and services or for any losses or damages that may arise from any such dealings with third parties except in the case of negligence on our part.

9.4 For Internet access, you understand that all the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Services ("Information") whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Information originated. This means that you, and not us, are entirely responsible for all Information that you upload, email or otherwise transmit via Internet access.

9.5 We will use reasonable endeavours to maintain the Content but it may be incomplete, out of date or inaccurate and is provided on an 'as is' basis. It is a condition of us allowing you access to the Content that you accept that we will not be liable for any action you take in reliance on the Content. We may vary the Content or the technical specification of the Services from time to time.

9.6 The Services enable access to the Content. You may only use the Content in a way that does not infringe the rights of others ("Approved Use") and you must comply with all other instructions issued by us regarding use of Content. You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than for an Approved Use. The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that you may print or download extracts of the Content for your personal use only.

9.7 For all tariffs, when your Services are connected, your internet access provided through the Services will have been programmed so that you are barred from accessing Content that we deem to be 'adult'. The ability to use such adult services is subject to status and credit checks and us being satisfied that you are over 18 years of age. If you want to have your Services unbarred, then you should do so through the iD Mobile app or visit iD Mobile website for methods of contact – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus). We may ask you to make a payment by credit or debit card or pursuant to Clause 4.12 ask you to pay a deposit.

9.8 Access to secure financial transactions will be dependent on the make and model of your Mobile Internet Device and the third party supplier of Content.

## **10. Upgrades**

10.1 If you choose to upgrade with iD, your new tariff will be activated immediately at completion of point of sale. You will receive a notification via email that your upgrade has been processed and that your new tariff is active.

10.2 Once the new tariff is active, your previous tariff will have an end date of midnight on the day before the date your upgrade became active.

10.3 If you had already begun your bill cycle before your upgrade was completed, your first bill will include the monthly recurring cost from your previous tariff, pro-rated up until the date your previous tariff ended, and the monthly recurring cost from your new tariff, pro-rated until the end of your bill cycle. Accordingly, your monthly inclusive allowances will also be pro-rated.

## **11. Special Feature(s)**

11.1 Capping: All pay monthly plans purchased after 15<sup>th</sup> June 2017 have a cap applied.

11.1.1 This means that the out of bundle Charges you pay each month shall not be more than the monthly line rental plus the capped amount (as specified in your Tariff Summary). For example, if your monthly line rental is £10.00 per month and your selected capped amount is £5.00, the total Charges you will have to pay will never be more than £15.00 each month. Capping does not apply to the purchase of certain Services such as add-ons or paper billing.

11.1.2 Once you have reached the capped amount, you will only be able to use your remaining inclusive or add-on allowances.

11.1.3 Subject to credit status, you may be able to increase your capped amount using our mobile app or through 'My iD' online account. You shall be responsible for any increases to your Capped Amount, regardless of whether or not you authorised it.

11.2 If you finish your inclusive allowance and continue to make Eligible Calls or SMS Services whilst roaming, we will charge you our standard roaming rates which vary depending on roaming destination. For roaming rates visit <https://www.idmobile.co.uk/help-and-advice/international-and-roaming-charges>

11.2.1 Additional Services or add-ons are not part of your monthly inclusive allowance and may not be used whilst roaming as such. However, subject to our Fair Use Policy add-ons may be used when roaming in our Roam Free Destinations. For more information, please see our Fair Use Policy. <https://www.idmobile.co.uk/help-and-advice/eu-roaming/fair-usage-policy>



11.3 Rollover plan: If you have purchased a Rollover tariff or have added Rollover to your tariff, your unused monthly inclusive data allowance can be rolled over into the next consecutive month(s) for a set period, as specified in your Tariff Summary.

11.3.1 Rollover may be included as a feature of your tariff or may be a chargeable service that can be added to your tariff. In the case of the latter, Rollover can only be added to your tariff at point of sale.

11.3.2 Only your inclusive data allowances are eligible for rollover. Any Additional Services or reward allowances that you have included in your Tariff are not considered to be part of your monthly inclusive allowance. This means that if you purchase any Additional Services allowances and receive any reward allowances, they will not be eligible for Rollover and will be subject to their individual terms and conditions.

11.3.3 If your tariff has an unlimited data allowance, it will not be eligible for Rollover. If your account is not up-to-date and is subject to credit control or your account is suspended you will not be eligible for Rollover until your account is up-to-date or reinstated.

11.3.4 Any unused Rollover data allowances will be lost if you migrate to a new tariff. However, if the new tariff is eligible for Rollover, you will begin to accrue Rollover allowances again.

11.4 Data Cushion is a free data Additional Service, valid for 24 months from date of purchase.

11.4.1 You can use all or part of the Data Cushion in any month but only when your monthly Data allowance (inclusive bundle data and other data Additional Service) has been used.

11.4.2 The Data Cushion is added only once and will be reflected in your total data allowance within "Remaining Allowances" in My Account or Self Care. It will not be carried forward when you upgrade or renew your existing contract.

11.4.3 If you'd like to cancel this Agreement, you can do so at no cost during the cooling-off period, which is 14 days for in-store purchases and 30 days for iD Mobile online and over the phone purchases. If you purchased your phone or SIM from [carphonewarehouse.com](http://carphonewarehouse.com), [mobiles.co.uk](http://mobiles.co.uk) and [e2save.com](http://e2save.com) you can return your item within 14 days from the day your product is delivered. You'll have to pay for any line rental, usage, and additional purchases, such as add-ons, accrued up to the point of disconnection. If you bought a phone from us, you'd need to return it within the cooling-off period, together with all packaging, accessories, and included extras

## 12. Charges

12.1 The Charges for the Services will be calculated in accordance with your Tariff and our List of Charges using the details we have recorded. The List of Charges may change from time to time.

12.2 We will provide Post Pay customers with regular notifications prompting customers to access their bill via the free iD Mobile app or [idmobile.co.uk/myid](http://idmobile.co.uk/myid). A full itemisation of the Charges incurred and usage can be accessed. If you would prefer to receive your bill in a paper format (for which we may charge you in accordance with the List of Charges) please visit iD Mobile website for methods of contact – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus) and we will arrange this for you or alternatively you can request a bill in paper format by using the iD Mobile app.

12.3 You must pay to us all the Charges arising under this Agreement whether incurred by you or anyone else using your Mobile Device and/or SIM Card/eSIM with or without your knowledge at the times and in the manner set out in this Agreement even when such Charges exceed any Credit Limit imposed upon your account.

12.4 Calls made by Post Pay customers in the UK to eligible UK numbers are charged or deducted per second (rounded up to the nearest second) with a 60 second minimum charge.

12.5 For all customers, calls made in the UK to eligible international numbers are charged in one minute increments rounded up to the nearest minute.

12.6 When roaming in the EEA, charges for calls you make will be charged or deducted per second (rounded up to the nearest second) with a 30 second minimum charge. When roaming other than in the EEA, you will be charged for the calls you make and receive by the minute or less and any part minute will be rounded up to the nearest whole minute or less. This is dependent on the location you are roaming in. Details of these charges will be set out in our List of Charges. MMS or SMS messages made outside the EEA may be charged other than in whole penny increments. Within the EEA, SMS messages will be deducted from your domestic allowance and MMS, from your data allowance.

12.7 Data usage made by Post Pay customers are charged or deducted in one kilobyte (KB) increments and any part KB used will be rounded up to the nearest KB.

12.8 Unless otherwise stated, call prices are quoted by the minute and include VAT. Each call is charged excluding VAT and then rounded up to the nearest whole penny, each MMS or SMS is charged excluding VAT and then rounded up to the nearest tenth of a penny. VAT is then added where applicable and then rounded up to the nearest whole penny. An invoice including the rate of VAT charged and our VAT number can be provided upon written request for Post Pay customers (this may be chargeable).

12.9 Your first month's line rental after the beginning of the Minimum Period is likely to be less or more than the amount stated in your Tariff, as monthly Charges

incurred for, and inclusive allowances in respect of, periods of less or more than one month will be calculated on a pro rata basis and billed to you accordingly.

Regardless of when the call is commenced, Charges will be applied according to your Tariff and our List of Charges for each chargeable period the call is active.

12.10 Any unused inclusive allowances may not be carried forward from one month to the next unless expressly stated by us. In this context "monthly" or "month" means your monthly billing period, which may not equate to a calendar month. Eligible Calls will be set against inclusive allowances in the order in which such Eligible Calls are made.

12.11 Calls to your voicemail and any of our customer service lines will be chargeable in accordance with the Tariff and may be deducted from any monthly allowances. When using call return (returning a call when directly within your voicemail service), you will be charged for both the voicemail call and the call return call throughout the duration of the returned call. Call return calls will be deducted from any inclusive allowance, where appropriate. The call return charge is calculated as the rate for that Tariff, as if you had hung up and dialled direct for the returned call, less the voicemail charge. The minimum call rate on call return is the same as the voicemail rate. For Post Pay Tariffs, calls to voicemail 123 are decremented from your inclusive allowance.

12.12 A standard text message contains up to 160 characters. Some Mobile Devices allow you to send messages of more than 160 characters, in which case the message will be divided into the number of messages required to convey the message and each such message will be charged at the standard text message rate. Some Mobile Devices convert messages of more than 160 characters or group messages into MMS and therefore these will be charged at standard MMS rates. When including an email address and / or special characters including, but not limited to emojis within a standard text message, some Mobile Devices convert these messages into MMS and therefore these will be charged at standard MMS rates. Standard text message prices exclude premium rate, international, roaming, reverse charged and long text messages. Only standard text messages are included in inclusive SMS allowances.

12.13 Using MMS you can send long text messages, picture messages and video messages. A long text message, picture message and video message is limited to a maximum size of 295kb. If a message contains multiple media items you will be charged for the most expensive item in the message, for example, send a message containing a picture and video clip you are charged the video message price. Should you wish to prevent incurring charges for MMS, you must switch off the MMS function on your device or adjust the settings so that you are warned if an MMS is about to be sent. Please refer to your device manual for further information.

12.14 For Post Pay Tariffs, charges are payable to us by Direct Debit on the dates notified to you following acceptance of your order. You must pay the charges within 14 days of the date of any bill. Failure to pay on time will result in a £5.00 collections administration fee (see List of Charges) being applied to your account. Should your direct debit fail, you may use an alternative payment method to pay; please contact us to arrange this.

12.15 If a Direct Debit or other Payment Method is dishonoured or cancelled, we shall be entitled to charge you as compensation for our losses an amount equal to the costs that we incur as a result of such dishonoured or cancelled Direct Debit or other Payment Method (which may include third party charges levied on us).

12.16 For any overdue payments we may charge interest (both before and after any judgment) on the amount unpaid at the rate of 2% above the base lending rate of HSBC Bank Plc as published from time to time. Interest is charged on a per annum basis, calculated daily. Overdue payments will also be subject to a collections administration fee (see List of Charges), regardless of the payment method you choose. Should any overdue payment remain unpaid, we reserve the right to forward / sell the overdue balance to a debt collection agency.

12.17 If we advise you of the amount due on your account from time to time this is an estimate based on the information we have received to date.

12.18 We may arrange for bills or invoices to be issued by a third party on our behalf. Bills or invoices issued by such third party shall be binding on you and payment of such bills or invoices in full to the third party where directed to do so will be a valid discharge of your liability to pay such bills or invoices under this Agreement.

12.19 If you change Tariff for any reason e.g. when Upgrading or moving to a promotional offer, any unused allowances will be lost.

12.20 If we provide you with a credit to your account (for example as a goodwill gesture), such credit will be deducted from your Charges until the credit has been used. These credits cannot be redeemed for cash and any unused credits are non-refundable upon disconnection of your Service or termination of this Agreement.

12.21 Additional call, text and/or data charges may apply when used outside the UK and the EEA. Data usage in the EEA is subject to our Fair Use Policy available on our Website at <https://www.idmobile.co.uk/help-and-advice/eu-roaming/fair-usage-policy>

### **Annual Price Increase**

12.22 If you have a handset plan, there will be an annual adjustment to your monthly plan charge. Each April, your monthly plan charge will increase by an

amount equal to the Consumer Price Index rate of inflation published by the Office for National Statistics in February (“CPI rate”) plus an additional 3.9% on top of the CPI rate. We will apply the CPI rate plus 3.9% adjustment from your April bill. We will publish the CPI Rate on our website at [www.idmobile.co.uk/help-and-advice/consumer-price-index](http://www.idmobile.co.uk/help-and-advice/consumer-price-index) as soon as it becomes available. Any price increase under this Clause will not give you a No Fee Right to Exit.

CPI price adjustment examples using January 2023 CPI rate change (Announced in February 2023):

Old monthly cost (incl VAT)	CPI % increase	CPI +3.9% increase	New monthly cost after CPI+3.9% is applied (incl VAT)
£10.00	10.10%	14%	£11.40
£15.00	10.10%	14%	£17.10
£20.00	10.10%	14%	£22.80

The CPI price adjustments outlined above will not apply to SIM only plans.

12.23 Any and all discounts, promotional offers and/or bill credits shall only be valid for the Minimum Period specified in your Tariff only.

12.24 Calls and/or texts to premium rate services, non-geographic numbers, international numbers made in the UK and in the EEA when roaming (unless otherwise expressly stated by us) are not included in your monthly inclusive allowance. Here are some of our charges (incl. VAT) that aren’t included in your contract, for the full list of charges please visit <https://www.idmobile.co.uk/help-and-advice/call-charges>

Non-geographic numbers starting 084, 087, 09, 118	Access charge of 45p per min, plus a Service Charge (Service Charge is set by the organisation you are calling)
Personal numbering services starting 070	£0.55 per min
Pager calls starting 076	£1.22 per min
Corporate numbering service starting 070	£0.55 per min
MMS messages	55p per message
International calling and roaming charges	Please visit <a href="https://www.idmobile.co.uk/help-and-advice/international-and-roaming-charges">idmobile.co.uk/help-and-advice/international-and-roaming-charges</a>

## Other charges

Collections administration fee	£5
Itemised paper bill	£1.50 per bill
Changing your phone number	£25
Replacement itemised paper bill	£2.50 per bill
SIM card replacement	£0

12.25 Calls to non-geographic numbers are made up of two parts: an Access Charge and a Service Charge. The Access Charge is how much iD Mobile charges you for making the call. The current iD Mobile Access Charge is £0.45, plus £0.45 per minute. The Service Charge is set by the organisation you're calling. For more information, please visit the iD Mobile website <https://www.idmobile.co.uk/help-and-advice/call-charges>

12.26 We may make changes to our international call costs and roaming charges as a result of charges imposed on us by our wholesale partners or providers. Such changes will not be made more frequently than once every three months. We will notify you of any such changes and your "No Fee Right to Exit" under Clause 19.4 if these changes within our reasonable determination are likely to be of material disadvantage to you.

### **13. Limitation of liability**

13.1 We will not be liable under this Agreement for any loss or damage caused by circumstances where:

13.1.1 there is no breach of a legal duty of care owed to you by us;

13.1.2 such loss or damage is not a reasonably foreseeable result of any such breach; or

13.1.3 such loss or damage results from the breach by you of any term of this Agreement.

13.2 Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

13.3 Nothing in this Agreement shall:

13.3.1 exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

13.3.2 limit your rights as a consumer under applicable UK law.

13.4 All Services are provided on a commercially reasonable efforts basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

13.5 Each provision of this Clause 13 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after the Agreement has been terminated or cancelled.

## **14. Matters beyond our reasonable control**

14.1 If either of us cannot do what we have promised in this Agreement because of something beyond our reasonable control such as, without limitation, lightning, flood, exceptionally severe weather, fire, explosion, terrorism, war, military operations, national or local emergency, epidemics and pandemics, civil disorder, industrial disputes (whether or not involving our employees), acts or omissions of persons for whom we are not responsible (including other telecommunication providers), or acts of local or central Government or other competent authorities, such party will not be liable for this.

## **15. Use and disclosure of information**

15.1 We need to collect certain Personal Information to provide you with the Goods and/or Services. This Personal Information will form part of a record of your dealings with us.

15.2 When you contact us, we may ask for certain Personal Information to be able to check your identity and we may make a note of this. We will keep Personal Information given to us by you or others during your relationship with us and other companies in the Group (and the Manager's Group). This includes:

15.2.1 details you give us on order forms or during communications with you; and

15.2.2 details we receive from credit reference and fraud detection agencies.

15.3 You agree that we may use and update your Personal Information:

15.3.1 for credit and credit related services and to manage your accounts;

15.3.2 when applicable in relation to the Goods and/or Services ordered, to make credit, fraud and identity checks on you (i) prior to accepting your order; and (ii) subsequently for the purpose of risk assessment, debt collection and fraud prevention whilst you retain a financial obligation to us;

15.3.3 to provide you with goods and/or services that you have ordered;

15.3.4 to trace and recover debts;

15.3.5 to prevent and detect fraud, crime and money laundering;

15.3.6 to update our records about you; and

15.3.7 to check your identity

15.3.8 to segment our customer base and help us develop offers, products and services to provide you with the best customer experience;

15.3.9 where we have your permission to, we will market and advertise our Services, products and occasionally third party products and services that may be of interest to

you including third party offers, promotions, advertisements, competitions or commercial communications by telephone (mobile and landline when available), post, electronic messaging (including SMS and MMS), email or online or via applications;

15.3.10 to recommend packages for you based on your use of the Services e.g. if you regularly exceed your voice or data plan, we may suggest you moving to a better Tariff;

15.3.11 to contact you to invite you to form part of our consumer panel or research groups about our products and services or customer satisfaction surveys (you may be contacted by third parties on our behalf); or

15.3.12 to provide you with personalised services and communications as well as targeted advertising from iD Mobile on our website and selected partner websites.

15.4 If you give us false or inaccurate information or we identify fraud, we may record this.

15.5 Any credit checks that we undertake will be recorded by the credit reference agencies in the form of a search 'footprint' on you credit file. This 'footprint' may then be seen by other people conducting similar searches of your credit file.

15.6 We may use and disclose information about you and how you run your accounts to credit reference, law enforcement and fraud prevention agencies. For example, if you do not pay any sums owed to us when due, details of this failure may be passed on to credit reference agencies who will record this information against your credit file. Such records may remain on file with credit agencies for 6 years after your account is closed, whether settled by you or not.

15.7 Credit Agencies may pass the Personal Information that they received from us to other organisations in the performance of credit and/or fraud checks. Your Personal Information together with any additional information held by credit reference agencies and fraud prevention agencies may also be used to trace your whereabouts and recover debts that you owe.

15.8 Information held about you by credit reference agencies may be linked to records of people who are financially linked to you. We and other organisations may use credit reference agency and fraud prevention agency records that we receive about you, and people financially linked to you to help make decisions about you and them.

15.9 We may also enable third party partners to tailor ads which are more relevant and useful to you when you are browsing the internet or are using mobile apps. This may involve the use of cookies and other similar technologies. Personalisation may be based on various factors such as your age and gender, your device details or your inferred interests but we will not share any information with these third parties which directly identifies you. However, by interacting with or viewing an ad, you



should be aware that the third party may make the assumption that you meet the targeting criteria used to display the ad. You can opt out of targeting of advertising from third parties (so that you receive ads without using this information). For more information, please visit [www.youronlinechoices.com/uk](http://www.youronlinechoices.com/uk). We may use your location if you have told us that you are interested in location based offers and services.

15.10 We may use your Personal Information for research and statistical analysis, to develop and improve our products and services.

15.11 When assessing an application, we may use automated decision-making systems.

15.12 Your Personal Information is confidential and, although we may freely disclose it to other companies within the Group (and the Manager may disclose it within its Group), we will only disclose it outside the Group when:

15.12.1 you give us your consent;

15.12.2 it is needed by certain reputable third parties involved in running accounts and/or providing services for us (for example, credit reference agencies or companies that we use in the provision of the Services);

15.12.3 it is needed in order to obtain professional advice;

15.12.4 it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);

15.12.5 the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or

15.12.6 there is a duty to the public to reveal the Personal Information.

15.13 We may administer your account and provide services from countries outside Europe that may not have the same data protection laws as the UK. However, we will have contracts or other legal mechanisms in place to ensure your Personal Information is adequately protected, and we remain bound by our obligations under the Data Protection Act even when your Personal Information is processed outside Europe. For full details visit [idmobile.co.uk/legal/privacy-and-cookies](http://idmobile.co.uk/legal/privacy-and-cookies).

15.14 We may monitor, record, store and use any telephone, email or other electronic communications with you for training purposes, to check any instructions given to us and to improve the quality of our services.

15.15 Where we process sensitive Personal Information, we will employ appropriate security measures. If we discover a security incident, such as compromised confidential information and privacy, you will be notified, and we will take steps to fix the issue in line with our internal security policies and procedures. For more

information and to view our Privacy Policy, please visit [www.idmobile.co.uk/legal/privacy-and-cookies](http://www.idmobile.co.uk/legal/privacy-and-cookies)

15.16 If you would like us to tell you what information we hold about you, or if you wish to have details of the credit reference or the fraud prevention agencies from whom we obtain and with whom we record information about you should write to us at: iD Mobile SAR, PO Box 689, SALFORD, M5 OPA.

15.17 With your consent, we will contact you with marketing material. You can make changes to your marketing preferences and/or correct or update any inaccurate or incomplete information at any time by logging onto My iD at [www.idmobile.co.uk/myid](http://www.idmobile.co.uk/myid) and visiting the My Account area, as well as the iD Mobile app.

15.18 We may pass your information to the Mobile Equipment National Database ("MEND") and the Stolen Equipment National Database ("SEND") (organisations operated by Recipero Limited, a company registered in England and Wales under Company No. 3794898 and with its registered office at Lawrence House, Lower Bristol Road, Bath BA2 9ET) to enable MEND or SEND to contact you in the event that you lose your Mobile Device or it is stolen from you. To contact us, please visit iD Mobile's website for methods of contact – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus) if you do not want your information to be passed to MEND and/or SEND. 15.19 It is your responsibility to ensure that you notify any change of mobile device to MEND and SEND to ensure that there is no interruption of their service to you.

15.20 If you give us information about another person, you confirm they have given you permission to provide it to us and for us to be able to process their personal information. You must also confirm that you have told them who we are and the basis on which we will use their information.

## **16. Call monitoring**

16.1 All conversations using webchat services with iD Mobile Customer Services Representatives and calls to iD Mobile may be recorded for quality monitoring, training purposes, the prevention of unauthorised use of our telecommunications systems, effective systems operation and the prevention or detection of crime.

## **17. Notices**

17.1 If you want to end your agreement, you must contact us through the 'Contact Us' section in our website at [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus) and give us at least 30 days' notice or alternatively you may log in to your account using the iD Mobile app and set a future disconnection request by selecting a date which is at least 30 days in to the future. If you prefer to contact iD Mobile via letter, please send this to iD Mobile, PO Box 686, Salford M5 0PA. You must include your full name, your billing address with post code, your iD mobile telephone number and the name of the bank your direct debit is with to help us locate your account. If you would like to give us

notice beyond 30 days in to the future, you can contact us at [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus) for more details. Whenever you have a No Fee Right to Exit you must exercise it within 30 days of it arising; if you do not notify us within this period, you will lose the right to terminate.

17.2 Proof of sending a letter does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

17.3 We may send notices to you under or in connection with this Agreement:

17.3.1 by posting them to the address of which you have informed us; or

17.3.2 by SMS, which shall be sent to your mobile phone number; or

17.3.3 by e-mail to the email address of which you have informed us; or

17.3.4 by push notification to your Mobile Device.

17.4 Notices sent by post will be deemed to have arrived at their destination within 3 working days after posting, and notices delivered by hand or given by SMS, e-mail or push notification shall be deemed to have been delivered the day after the day the notice is sent.

## **18. Complaints**

18.1 If you ever wish to complain about the Services, we will endeavour to handle such complaints fairly, efficiently and confidentially. Please visit iD Mobile website for details of our complaints procedure – [www.idmobile.co.uk/help-and-advice/complaints-procedure](http://www.idmobile.co.uk/help-and-advice/complaints-procedure).

18.2 If we can't resolve your query, you may ask that the matter is referred to an independent ombudsman, the details of which are available on our website – [www.idmobile.co.uk/help-and-advice/complaints-procedure](http://www.idmobile.co.uk/help-and-advice/complaints-procedure) or by contacting us. Please visit iD Mobile's website for methods of contact – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus).

18.3 If you are not happy with the way that we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

## **19. Changes to this Agreement**

19.1 We reserve the right to change this Agreement, our Charges or our Services, at any time subject to your rights under Clause 19.2 below, these changes will take effect at the point specified in the notifications we send you.

19.2 In certain circumstances the changes described in Clause 19.1 may entitle you to exercise your "No Fee Right to Exit". We will notify you at least 30 days in advance of such changes being made. If you wish to exercise your "No Fee Right to

Exit” please refer to the process in Clause 17. The “No Fee Right to Exit” does not apply when we make the following permitted changes to the Agreement, our Charges or our Services;

19.2.1 If you have a handset plan, there will be an annual adjustment to your monthly plan charge. Each April, your monthly plan charge will increase by an amount equal to the Consumer Price Index rate of inflation published by the Office for National Statistics in February (“CPI rate”) plus an additional 3.9% on top of the CPI rate;

19.2.2 Changes to Roaming and international call charges in accordance with Clause 12.26;

19.2.3 We may make administrative or technical changes;

19.2.4 We may make changes required by: (a) applicable laws; (b) regulations; (c) codes of practice; (d) a regulator; or (e) a court of competent jurisdiction;

19.2.5 Where the increase or change relates solely to Additional Services that do not form part of the main service. In that case, your cancellation rights apply only to the Additional Service affected.

19.3 If you carry on using Your Plan and the Services after the 30 day notice period provided in accordance with Clause 19.2 above, you will be deemed to have accepted the change, and will not be able to subsequently terminate this Agreement without a fee under the terms of the notice.

## **20. Transferring this Agreement**

20.1 We can transfer the benefit and you agree that we can transfer the obligations under this Agreement to any third party (including, without limitation, any member of the Group), without notice to you or your consent. We have subcontracted the administration and management of the services we provide to iD Mobile (the “**Manager**”).

20.2 You may not transfer this Agreement to anyone else unless we have agreed in writing beforehand and we shall not unreasonably withhold such agreement.

## **21. Third parties**

21.1 Other than as provided for under Clause 20.1 above, nobody but you and us can benefit from this Agreement under the Contracts (Rights of Third Parties) Act 1999.

## **22. General**

22.1 If you or we break this Agreement and the other party chooses to overlook it, this will not prevent the other party from taking further action at a later time. Further,

if you breach this Agreement in a manner that allows us to terminate the Services but we decide just to suspend them instead, we can still end this Agreement if you breach it again.

22.2 When you use your SIM Card/eSIM, the identity of your mobile phone number may be sent through the networks so as to be identified to the phone being called. It may be used to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion. The identity of your mobile phone number will always be sent if you are calling 999, 911 or 112.

22.3 If the facility to eliminate the presentation of the number of an incoming call is made available; we may charge you for the use of such a facility at the price as stated in our List of Charges from time to time where we consider your use of such facility to be unreasonable. If you do not want your number displayed on receiving handsets, key 141 before the number you wish to call. Otherwise, you agree that our Network may allow the display of your mobile phone number on receiving handsets.

22.4 For your own protection, you must keep confidential the electronic serial number of your Mobile Device, any lock code(s) associated with your Mobile Device, your voice mail access number, and any other personal identification password or security number. When choosing a password, you must not use words that are obscene or likely to cause offence.

22.5 We make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party networks over which we have no control, and if you are connected to an analogue network, there is no protection for your communications over the air interface. If you are connected to the digital network, your communications over the air interface with our systems are encrypted providing a greater level of protection, but even this cannot be guaranteed. Please also read carefully the instructions provided with your Mobile Device. Depending upon the manufacturer and model, your Mobile Device may send information stored on it and receive information to and from certain third parties without your knowledge.

22.6 You must tell us promptly in writing or via the iD Mobile app if you change your name and address or there are any changes to your bank account or payment card arrangements that may affect your payment of the Charges.

22.7 These conditions also apply if you lend or give your Mobile Device to someone else.

22.8 If you require the terms and conditions in an accessible format, such as braille, large font print, audio, or dyslexia friendly colour paper print, please speak to a

member of our customer services team. Methods of contact can be found on iD Mobile's website; – [www.idmobile.co.uk/contactus](http://www.idmobile.co.uk/contactus).

## **23. Capacity**

23.1 You confirm that you have full legal capacity to agree to this Agreement and you that you are able to pay the Charges under this Agreement.

## **24. Customer Services PIN**

24.1 You will be provided with a Customer Services PIN number via SMS when your order for a Post-Pay Tariff has been accepted by us. You will be required to change your PIN the first time you contact to iD Mobile, and it is your responsibility to protect your PIN. This may also be found and changed via the iD Mobile app or My Account at [www.idmobile.co.uk/myaccount](http://www.idmobile.co.uk/myaccount).

24.2 A Customer Services PIN number allows to you to interact with iD Mobile Customer Services Representatives and access information regarding your account, including (but not limited to) your outstanding balance and usage and allowance information, purchasing add-ons and bundles, activating/deactivating, termination requests and any Additional Services you may have on your account and performing manual payments. Please note that our customer services team will be unable to discuss any account details with you unless we can verify your identity (using the PIN or security questions).

## **25. Governing law and jurisdiction**

25.1 This Agreement shall be governed by English law, unless you live in Scotland in which case this Agreement shall be governed by Scots law.

## **26. Returns**

26.1 If you made your purchase on [idmobile.co.uk](http://idmobile.co.uk) or via the iD Mobile telephone sales team, you have 30 days to cancel this Agreement at no cost (other than for Charges incurred under clause 26.5) should you change your mind. You must contact us to inform us of your wish to cancel. If you purchased a handset from us, you'll need to return it to us together with all packaging and accessories provided with it within 30 days of receiving it. If you fail to return the handset within the 30 day period, the contract will remain and you will continue to accrue Charges incurred under clause 26.5. Returns made by post must be paid for by the sender and we recommend that you obtain proof of postage. You should not return the physical SIM cards to us. If you wish to cancel this Agreement after this 30 day period then you may do so but you will have to pay an Early Termination Fee.

26.2 If you made your purchase in a Currys store, you have 14 days to cancel this Agreement at no cost (other than for Charges incurred under clause 26.5) should

you change your mind. You must contact us to register your request to cancel this Agreement or make your return in a Currys store. If you purchased a handset, you'll need to return it (together with all packaging and accessories provided with it) to a Currys store within 14 days of your purchase date. You should not return the physical SIM cards. If you wish to cancel this Agreement after this 14 day period, you may still do so but you will have to pay an Early Termination Fee.

26.3 If you made your purchase on [currys.co.uk](http://currys.co.uk) or via the Currys telephone sales team, you have 14 days to cancel this Agreement at no cost (other than for Charges incurred under clause 26.5) should you change your mind. You must contact Currys to inform them of your wish to cancel and follow the instructions provided on the website or as instructed on the phone. If you purchased a handset from them, you'll need to return it to them within 14 days of receiving it. You should not return the physical SIM cards. If you wish to cancel this Agreement after this 14 day period then you may do so but you will have to pay an Early Termination Fee.

26.4 If you made your purchase through a different retailer, you must contact them directly for details about how to cancel a contract or make a return.

26.5 You are liable to pay for any line rental, usage and additional purchases, such as add-ons, accrued up to the point of disconnection. Failure to do this may affect your credit score.

26.6 If your Device is faulty when it arrives you may return it for a replacement or a full refund within 30 days.

26.7 If a Device fault develops after 30 days, you may return the Device for repair during the manufacturer's warranty period. If the manufacturer's warranty is no longer valid, your repair may be chargeable.

## **27. Refurbished and Grade A Devices**

27.1 We currently range two different grades of used device, with the top grade being 'Refurbished'.

27.2 Our 'Refurbished' phones are handsets that been thoroughly restored to an 'as new' standard, free from any blemishes or marks, passed rigorous quality control tests and come with a 12 month warranty and with the same returns policy as a new handset for complete piece of mind.

27.3 What to expect from a refurbished, as new phone:

27.3.1 Completely refurbished front and back to an 'as new' standard free from any blemishes or marks;

27.3.2 Security wiped with no content or contacts;

27.3.3 Comes with the latest operating system;

27.3.4 Comes in a plain white box, not in original packaging, but includes a charger;

27.3.5 12 months warranty as standard; and

27.3.6 User manuals can be downloaded from the Manufacturer's website.

27.4 Our 'Grade A' phones are handsets that have been thoroughly restored to Grade A, passed rigorous quality control tests, and come with a 12 month warranty and come with the same returns policy as a new handset for complete peace of mind.

27.5 What to expect from a Grade A phone:

27.5.1 Some superficial scratches / scuffs on the back, sides and / or screen;

27.5.2 No cracks on the screen and no more than 5 deep scratches or chips of up to 2mm in length;

27.5.3 Security wiped with no content or contacts;

27.5.4 Comes with the latest operating system;

27.5.5 Comes in a plain white box, not in original packaging, but includes a charger;

27.5.6 12 months warranty as standard; and

27.5.7 User manuals can be downloaded from the manufacturer's website.

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