

This agreement is between you and us. By purchasing the Tariff, you confirm that you understand and agree to this Agreement.

1. Definitions

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

"Additional Services" means optional services which you may choose to take from us, including but not limited to, roaming and international services, premium rate services, directory enquiry services, Content and third party services;

"Agreement" means these terms and conditions (together with such other terms as may be notified to you 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;

"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;

"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 the maximum allowed spend outside of your inclusive monthly allowance, which is on top of your monthly line rental;

"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 that are eligible;

"Equipment" means equipment including, without limitation, your Mobile Device (including any Upgrade) and accessories (but not including your SIM Card), datacard, USB modem and other GSM/UMTS equipment provided to or used by you in conjunction with the Services;

"Fair Use Policy" means our fair use policy, if any, available on our Website 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 iD Communications 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;

"List of Charges" means the list detailing all our Charges (including call Charges) which is available on our Website or by contacting 03330037777;

"Minimum Period" means any minimum period 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;

"PAC Code" means a unique identifier used by some mobile network operators to facilitate mobile number portability (MNP);

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

"Personal Information" means the details provided by you to us or is otherwise 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 are charged monthly in arrears for out-of-bundle Services and Additional Services;

"Services" means all or part of a telephone service provided through the Network and includes any service or facility comprised in 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" means the Subscriber Identity Module card 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;

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

"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;

"Upgrade" means the issue of a new Mobile Device to you or a change in 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"** **"us"** and **"our"** means iD Communications Limited, the supplier of your airtime of Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH, and

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

2. Structure of this Agreement

- 2.1 This Agreement relates to your purchase and use of the Services. This Agreement does not cover any other services or additional products or services that you may purchase from us.

3. Duration

- 3.1 This Agreement will continue for the Minimum Period and thereafter, unless and until terminated by either party in accordance with the Clause 8 below.
- 3.2 If you take an Upgrade you agree that a new Minimum Period will apply, which may vary from the previous Minimum Period.

4. Provision of the Services

- 4.1 The Services which we agree to provide to you may not be available in all parts of the United Kingdom. The Services which we agree to provide to you may not be available abroad unless you have international roaming and where you have roaming, it may not be available in all areas 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 to discontinue any Additional Services at any time. We do not guarantee the continuing availability of 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. We accept no responsibility for devices blocked in this way or for any costs incurred in the provision of an unlocking code.
- 4.2 For Post-Pay tariffs, when your SIM Card is connected to the Network, it will have been programmed so that you are barred from using overseas networks including making calls (including premium rate calls) and sending MMS or SMS messages from and data roaming whilst overseas. The ability to use such services is subject to credit status and depends on the arrangements which we have with foreign network operators. If you want to have your SIM Card unbarred, then you should call us on 03330037777 or alternatively, you can simply email us on www.idmobile.co.uk/contactus or write to us at iD, P.O. Box 356, Southampton, SO30 2PG.
- 4.3 We may, pursuant to Clause 4.10, ask you to pay a deposit. If you use your SIM Card abroad, you will be charged for the calls that you receive as well as for those that you make. Charges incurred using your roaming service may take longer to be charged than normal Charges.
- 4.4 The Services are not fault free and they may be impaired by 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. Access to overseas networks will depend upon the arrangements between the foreign operators and us.
- 4.5 We aim to connect your SIM Card 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 (i.e. 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.
- 4.6 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 your confidentiality of messages cannot be guaranteed. You must not record an

abusive greeting message. You may not be able to use the voicemail service while abroad.

- 4.7 We may at any time require you to pay a deposit in respect of the provision of any Additional Services by us to you in accordance with Clause 4.10. Any such deposit will not guarantee your right to receive Additional Services.
- 4.8 The Services may be used by you to access or link into web sites, 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 web sites, resources and/or networks.
- 4.9 By default billing is provided online. Therefore, it is a condition of this Agreement that you provide us with a current email address for billing purposes and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence. 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 call us on 03330037777 and we will arrange this for you.
- 4.10. Where we require you to pay a deposit in respect of the use or provision of any 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, this will be refunded 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 (defined below).
- 4.11 On connection of your SIM Card 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 a change is made by us to your Credit Limit. If you wish to vary your Credit Limit, you should contact Customer Service on 03330037777. 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. Once we have established that you have exceeded your Credit Limit (which may take some time particularly if using your roaming service), the Services will be suspended until payment of all Charges (including any reconnection charge) has been made and you will on attempting to make any call, be automatically diverted to our customer services to arrange such payment.
- 4.12 Please note that the Credit Limit does not act as a bar 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. We may restrict your ability to purchase additional services

based on your Credit Limit.3.13. Upgrades are at the sole discretion of iD and will be subject to Minimum Period duration unless we notify you otherwise.

- 4.13 Devices which can be used to access the Services may be locked to our network. 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. Following the Minimum Period, if your device is locked 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 (where we are able to) in an authorised manner (which may include replacing your device with an unlocked device, which is the same or similar specification to your device). Prior to us arranging for your device to be unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the device which you may need, as this may be lost during the device unlocking process. We're not responsible for any information or any other data which may be lost during the unlocking process

5. Your responsibilities

- 5.1 You shall pay us the Charges, in consideration of receiving the Services, in accordance with Clause 11 below.
- 5.2 You may only use the Services 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.
- 5.3 You must not use the Services, the SIM Card or an iD phone number or allow anyone else to use the Services, the SIM or an iD phone number for illegal or improper uses, including but not limited to:
- 5.3.1 fraudulent, criminal or other illegal activity;
 - 5.3.2 any way which breaches another person's rights, including copyright or other intellectual property rights;
 - 5.3.3 the copying, storage, modification, publishing or distribution of the Services or their content, except where we give you permission in writing;
 - 5.3.4 tethering (unless explicitly stated in your Agreement with us), downloading, sending or uploading content of an excessive size, quantity or frequency. We will contact you if your use is excessive;
 - 5.3.5 any way which breaches any security or other safeguards or any other way which harms or interferes with the Network, the networks or systems of others or Services;
 - 5.3.6 falsifying or deleting any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload; or

5.3.7 the use or disclosure of details relating to iD customers.

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

- 5.4 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Services and account. 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.
- 5.5 You agree to use your SIM Card and the Services in accordance with the terms of this Agreement and any User Guides or other instructions issued by us. You acknowledge that the SIM Card provided by us to you does not belong to you but remains our property and that you cannot sell your SIM Card, your number, code or any associated number 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.
- 5.6 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, or the information contained within your SIM Card, until you have notified us of the need to suspend the Services, e.g. as a result of your loss of your SIM Card.
- 5.7 You agree:
- 5.7.1. to take adequate precautions to prevent loss or theft of your SIM Card;
 - 5.7.2. to inform our customer services as soon as possible on 03330037777 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.
- 5.8 You must not use the Services for any improper, immoral, obscene, defamatory, harmful, offensive or otherwise unlawful purpose. You must comply with any instructions we give you about the Services and, unless agreed otherwise, you must not reverse the charges on any telephone call or accept a reverse charged call.
- 5.9 You must not use or permit any other person to use the Services:
- 5.9.1 fraudulently or in connection with a criminal offence;
 - 5.9.2 to send a call or message, send, upload, download, use or re-use any material which may reasonably be deemed racist, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax (including to the operators who deal with enquiries concerning the Services), in breach of any intellectual property rights (including copyright) or confidence or privacy or is otherwise objectionable or unlawful;

- 5.9.3 to cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003 as amended or replaced from time to time;
or
- 5.9.4 to generate Artificially Inflated Traffic.
- 5.10 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.
- 5.11 You agree that you are procuring the SIM Card provided by us to you and the Services solely for your own use and that you will not re-sell or otherwise act as any form of distributor in respect of the SIM Card or the Services.
- 5.12 Your SIM Card and tariff can only be used in the device you received/chose at point of purchase/connection to the Services. Except where a Mobile Device is provided, the SIM Card and tariff can only be used in conjunction with current commonly used 3G or higher device technologies and cannot necessarily be used with new technologies that emerge in the future. Your SIM Card and Tariff can only be used in a mobile phone or tablet device. Your SIM Card and/or Mobile Device cannot be used in conjunction with or as a modem, dongle or Mobile Hotspot device unless stated at point of sale.
- 5.13 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;
 - 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
 - 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 direct loss.

- 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 we may transfer the mobile phone number to another network. On transfer we will 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 Use Policy, we may do one or all of the following:
 - 6.4.1 request you to moderate your use; or
 - 6.4.2 suspend your Service.
- 6.5 At certain times the Network traffic will be managed when it begins to affect other customers on our Network that are also using, or trying to use, the Services. We may publish an acceptable use policy and a traffic management policy which provide more details about the rules for use of certain services in order to ensure that use of the Services is not excessive, to combat fraud and where the Services we offer or may introduce require certain rules to ensure they can be enjoyed by our customers. If we publish a policy, we will let you know. Such a policy may be amended from time to time, for instance, if we discover that the Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain services is causing problems for iD, its systems or for other users, or if we introduce new services which may require certain rules to ensure that such new services can be enjoyed by our customers. Again, we will let you know if this happens.

7. Our right to bar or disconnect

- 7.1 We can at our discretion bar your SIM Card 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 from the Network if:
 - 7.1.1 any of the circumstances in Clauses 5.8, 5.9 or 5.10, apply to you;
 - 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 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 3.12 and, if applicable, a re-connection charge if the Services are temporarily barred and/or your Mobile Device and/or SIM Card is disconnected from the Network for the reasons stated in Clause 5.1.

7.3 If we bar your Services because you breach this Agreement, 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 terminated by:

8.1.1 you by giving us 30 days' written notice in accordance with Clause 8.5 below. Unless you have ended the Agreement in accordance with Clause 8.2 or Clause 8.3 below, you must immediately pay us the Charges including any monthly (or other periodic) line rental charges for any remaining Minimum Period. You must pay the Charges during the notice period; or

8.1.2 us by giving you 30 days' written notice in accordance with Clause 8.5 below. Otherwise, follow 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 8.5 below) to the other, without any liability, if that other party (the "Defaulting Party"):

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, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of that Defaulting Party's assets or that Defaulting Party goes into liquidation.

8.3 We may terminate this Agreement at any time on notice (in accordance with Clause 8.5 below), without liability, if:

8.3.3 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 and/or the Services;

8.3.4 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;

8.3.5 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.

8.4 iD reserves the right to cancel your service at any time whilst providing on 30 days' notice outside the minimum term of your contract with us.

8.5 You may also end this Agreement immediately by notifying us if:

- 8.5.1 the Services are no longer available to you for a significant period of time (such a period not to be less than 7 days:
 - 8.5.2 we change or vary the terms of this Agreement to your material disadvantage (in our reasonable opinion) in accordance with Clause 12.1 and you notify us in accordance with Clause 8.7 within 30 days of our telling you about the changes; or:
 - 8.5.3 we increase the Charges to your material disadvantage provided you notify us within 30 days of our telling you about the increase.
- 8.6 Clause 8.5 does not apply where the increase or change relates solely to Additional Services in which case you may only cancel, or stop using, that Additional Service.
- 8.7 We may also end this agreement by notifying you:
- 8.7.1 where we have reasonable cause to believe that the Services are being used (even if you do not know that the Services are being used in such a way) in a way contrary to Clauses 4.4, 4.5, 4.6, 7.4, 7.5, 7.6, 7.7 or 7.8;
 - 8.7.2 you fail to pay the Charges when they are due including any deposit we have asked for – here you shall be obliged to put matters right within 7 days of our request for you to do so;
 - 8.7.3 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 and/or the Services;
 - 8.7.4 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; or
 - 8.7.5 if 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.
- 8.8 If you wish to terminate this Agreement, please call our customer services on 03330037777 and we will advise you of what you have to do. Alternatively, you may email us at www.idmobile.co.uk/contactus or write to us at the address set out in Clause 16.1.1. In all instances, you must state your name, address, mobile phone number and account number.
- 8.9 If this Agreement is ended;
- 8.9.1. your access to the Services will be disconnected;
 - 8.9.2. you will no longer be entitled to use your mobile number unless you have ported this number to another network;

- 8.9.3. you must immediately pay all Charges outstanding at disconnection; and;
- 8.9.4 we will repay any deposit you have given us less any unpaid sums that you owe us (if any). No interest will be payable.
- 8.10 We may suspend the Services where your Credit Limit is exceeded.
- 8.11 We may also suspend or terminate the provision of the Services where this is strictly necessary:
 - 8.11.1 for reasons outside of our control; or;
 - 8.11.2 if any agreement, giving us access to any part of or the ability to provide the Services is suspended or terminated.
- 8.12 If the Services are suspended, this Agreement will still continue. You must pay all Charges under Clause 11 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.
- 8.13 If we elect to suspend the Services (you'll still be able to make 999 calls) rather than to terminate them as a result of your breach of the terms of this Agreement, we reserve the right not to provide them again until you confirm that you will use the Services only in accordance with the terms of this Agreement.
- 8.14 You must pay a re-connection charge of £10.00 if the Services are temporarily suspended for the reasons stated in Clauses 8.8 or 8.11 above.
- 8.15 Notwithstanding this Clause 8, you may be able to terminate this Agreement in accordance with the terms of sale (or similar) that apply to you.

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 web sites 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 call us on 03330037777 or email us on www.idmobile.co.uk/contactus. We may ask you to make a payment by credit or debit card or pursuant to Clause 3.10 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. Special Tariff(s)

- 10.1 **Shockproof Plan:** If you have purchased a Shockproof Plan, your out-of-bundle charges shall be capped in accordance with your Tariff Summary.

10.1.1 This means that the 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 Capped Amount is £2.50, the total Charges you will have to pay will never be more than £12.50 each month.

10.1.2 Once you have reached the Capped Amount, you will not be able to make any calls, send any text messages or use any data..

- 10.1.3 Subject to credit status, you may be able to increase your Capped Amount using our mobile app or through 'My iD'. You shall be responsible for any increases to your Capped Amount, regardless of whether or not you authorised it.
- 10.2 **TakeAway Plan:** If you have purchased a TakeAway Plan, you shall be able to use your inclusive allowance for Eligible Calls and you shall be able to use your data allowance whilst roaming, without incurring any out-of-bundle charges.
- 10.2.1 If you finish your inclusive allowance and continue to make Eligible Calls whilst roaming, you shall be charged our standard roaming rates.
- 10.2.2 Any bolt ons that you have included to your Tariff is not considered to be a part of your monthly inclusive allowance and therefore, shall not be used whilst roaming as such.
- 10.2.3 TakeAway Plan is only available to UK residents on holiday or business trips abroad. You must use make a call, send a SMS or use data once every 30 days to maintain use of your TakeAway Plan. If you use your entire inclusive allowance whilst roaming in any 2 months within a 12 month period, it may affect your roaming services and prevent you from using roaming in the future.
- 10.2.4 The maximum call duration per call on a TakeAway Plan is 120 minutes. After this time, you must redial the call to continue.
- 10.2.5 iD reserves the right to extend, withdraw or modify a TakeAway Plan and/or the countries included at any time. The list of countries included in the TakeAway Plan can be found on our website: www.idmobile.co.uk. Personal Numbers (070), premium rate numbers and directory services numbers shall be blocked in the selected destinations.

11. Charges

- 11.1 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.
- 11.2 We will provide Post Pay customers with regular bill notifications detailing the total amount of Charges for each billing period. A full itemisation of the Charges incurred and usage can be accessed online via www.idmobile.co.uk/myid. 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 call us on 03330037777 we will arrange this for you.
- 11.3 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 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.

- 11.4 Calls made by Post Pay customers in the UK to eligible UK numbers, are charged or deducted in one second increments rounded up to the nearest second. Calls made by customers that last under 60 seconds are rounded up to one minute, Calls over 60 seconds are charged to the nearest second.
- 11.5 For all customers, calls made in the UK to eligible international numbers are charged in one minute increments rounded up to the nearest minute.
- 11.6 If you are abroad and you are entitled to roam, 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 abroad may be charged other than in whole penny increments.
- 11.7 UK 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.
- 11.8 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).
- 11.9 Your first month's line rental after the commencement 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.
- 11.10 Calls and/or texts to emergency services, customer services, premium rate services, non-geographic numbers, international numbers and when roaming (unless otherwise expressly stated by us) are not included in your monthly inclusive allowance. Eligible Calls shall be made using your monthly inclusive allowance. 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 except for roaming Eligible Calls which, if specifically included in your inclusive allowance, will be set against inclusive allowances in the month in which the Eligible Calls are recorded by

us following receipt of the relevant Eligible Call records from the foreign network operator or clearing house.

- 11.11 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.
- 11.12 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. 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.
- 11.13 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.
- 11.14 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. You may use an alternative payment method to settle any Charges in the event that your Direct Debit fails. You are also responsible for reinstating your Direct Debit for future payments.
- 11.15 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). We may consider accepting Payment Methods other than by Direct Debit but we will then charge you an administration fee each month.
- 11.16 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.
- 11.17 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.

- 11.18 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.
- 11.19 If you change Tariff for any reason e.g. when Upgrading or moving to a promotional offer, any unused allowances will be lost.
- 11.20 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.
- 11.21 You will have to pay for SIM Cards or replacement SIM Cards at the price as stated in our List of Charges at that time.
- 11.22 Additional call, text and/or data charges may apply when used outside the UK.
- 11.23 The Charges payable by you will be subject to an annual adjustment by the Retail Price Index Rate (RPI Rate), which could increase or decrease and will first appear on the May bill following the announcement of the RPI Rate. We will publish the RPI Rate on our Website as soon as it becomes available. If we do this more than once a year and/or by more than the RPI Rate then you will have the right to end this Agreement under Clause 8.5.3.
- 11.24 Any and all discounts, promotional offers and/or bill credits shall only be valid for the Minimum Period specified in your Tariff only.

12. Limitation of liability

- 12.1 We will not be liable under this Agreement for any loss or damage caused by circumstances where:
- 12.1.1 there is no breach of a legal duty of care owed to you by us;
 - 12.1.2 such loss or damage is not a reasonably foreseeable result of any such breach; or
 - 12.1.3 such loss or damage results from the breach by you of any term of this Agreement.
- 12.2 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.
- 12.3 Nothing in this Agreement shall:
- 10.3.1 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
 - 10.3.2 limit your rights as a consumer under applicable UK law.

- 12.4 All Services are provided on a commercially reasonable 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.
- 12.5 Each provision of this Clause 12 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.

13. Matters beyond our reasonable control

- 13.1 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, 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.

14. Use and disclosure of information

- 14.1 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.
- 14.2 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. This includes:
- 14.2.1 details you give us on order forms or during communications with you; and
 - 14.2.2 details we receive from credit reference and fraud detection agencies.
- 14.3 You agree that we may use and update your Personal Information:
- 14.3.1 for credit and credit related services and to manage your accounts;
 - 14.3.2 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;
 - 14.3.3 to provide you with goods and/or services that you have ordered;
 - 14.3.4 to trace and recover debts;
 - 14.3.5 to prevent and detect fraud, crime and money laundering;
 - 14.3.6 to update our records about you; and

- 14.3.7 to check your identity.
- 14.4 If you give us false or inaccurate information or we identify fraud, we may record this.
- 14.5 Any credit checks that we undertake will be recorded by the credit reference agencies in the form of a search ‘footprint’ on your credit file. This ‘footprint’ may then be seen by other people conducting similar searches of your credit file.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 You agree that we may use your Personal Information for operating a publicly accessible directory service.
- 14.10 We may use your Personal Information for research and statistical analysis, to develop and improve our products and services.
- 14.11 When assessing an application, we may use automated decision-making systems.
- 14.12 Your Personal Information is confidential and, although we may freely disclose it to other companies within the Group, we will only disclose it outside the Group when:
- 14.12.1 you give us your consent;
 - 14.12.2 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);
 - 14.12.3 it is needed in order to obtain professional advice;
 - 14.12.4 it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);

- 14.12.5 the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or
- 14.12.6 there is a duty to the public to reveal the Personal Information.
- 14.13 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.
- 14.14 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 customer service.
- 14.15 Where we process sensitive Personal Information, we will employ appropriate security measures.
- 14.16 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 Data Protection Office, P.O. Box 375, Southampton, SO30 2PU.
- 14.17 A £10.00 charge will be applicable to any requests for information. Please include your full name, address, your iD mobile number if applicable, one proof on identity (this can be a photocopy of your passport, birth certificate or driver's license), one proof of your address (we can accept only a photocopy of a recent credit or debit card statement (transaction history can be blackened out), or a photocopy of a utility bill (gas, electricity, or water) showing the same name and address as on your iD account. This should be from within the last three months) and a cheque for £10 made payable to iD Mobile Limited.
- 14.18 You will have the opportunity to consent to us contacting you by e-mail, phone, SMS or MMS from time to time occasionally about products and services which the Group and carefully selected third parties believe may be of interest to you.
- 14.19 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 and visiting the My Account area. Alternatively, you can call us on 03330037777 or write to us at us c/o iD, P.O. Box 356, Southampton, SO30 2PG. Please note that it may take up to 40 days for such changes to take effect.
- 14.20 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. Please contact us on 03330037777 if you do not want your information to be passed to MEND and/or SEND. PLEASE NOTE: Once you have been registered with MEND and SEND, 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.

- 14.21 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.

15. Call monitoring

- 15.1 All calls to the iD Customer Services Representatives 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.

16. Notices

- 16.1 You may send us notices under or in connection with this Agreement:
- 16.1.1 by post to iD, P.O. Box 356, Unit 19, Southampton, SO30 2PG; or
 - 16.1.2 by completing the Contact Us form at www.idmobile.co.uk/email-us.
- 16.2 Proof of sending 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.
- 16.3 We may send notices to you under or in connection with this Agreement:
- 16.3.1 by posting them to the address of which you have informed us;
 - 16.3.2 by SMS, which shall be sent to your mobile phone number, or
 - 16.3.3 by e-mail to the email address of which you have informed us.
- 16.4 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 or e-mail shall be deemed to have been delivered the day after the day the notice is sent.

17. Complaints

- 17.1 If you ever wish to complain about the Services, we will endeavour to handle such complaints fairly, efficiently and confidentially. You can complain in the following way:
- 17.1.1. in writing addressed to: iD, P.O. Box 356, Southampton, SO30 2PG;
or
 - 17.1.2. via our Website at www.idmobile.co.uk/email-us

17.2. 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.

18. Changes to this Agreement

18.1 We can change the conditions of this Agreement including any Charges at any time.

18.2 We will give you notice of any changes either by writing to you or sending you an SMS, in addition to which we will publish them on our Website.

18.3 If the changes are to your material disadvantage, you may end this Agreement in accordance with Clause 8.3. Your continued use of the Services after the notification periods detailed in Clause 8.3.2, will signify your acceptance of these changes and you will be deemed bound by them.

19. Transferring this Agreement

19.1 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.

20. Third parties

20.1 Other than as provided for under Clause 19.1 above, nobody but you and us can benefit from this Agreement under the Contracts (Rights of Third Parties) Act 1999.

21. General

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

21.2 If you or us break this Agreement and the other chooses to overlook it, this will not prevent the other 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 elect just to suspend them instead, we can still end this Agreement if you breach it again.

21.3 When you use your SIM Card, 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 calling 999, 911 or 112.

21.4 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.

- 21.5 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.
- 21.6 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.
- 21.7 You must tell us promptly in writing 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.
- 21.8 These conditions also apply if you lend or give your Mobile Device to someone else.

22. Capacity

- 22.1 You confirm that you have full contractual capacity to agree to this Agreement and you confirm that you are able to pay the Charges under this Agreement.

23. Governing law and jurisdiction

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