

# COMMTEL SIM CARD SERVICES - TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 The Mobile Services under this Agreement are provided by Telguard Ltd. Telguard is a limited company incorporated in England and Wales whose registered office is at Orchard House, 39 Gatwick Road, Crawley, West Sussex, RH10 9RB. Telguard Ltd solely supply Commtel Ltd with SIM card services to support the Commtel range of products. In this Agreement, "Service Provider", "We", "Us", or "Our" mean Telguard Ltd and "You" and "Your" mean the Customer.

## DEFINITIONS

<b>Account:</b>	Our records of Your payments and outstanding Charges, plus Your personal details;
<b>Additional Services:</b>	additional or supplemental services for which a charge is made in addition to the fixed periodic Charges for the Mobile Services (if applicable);
<b>Age Restricted Services:</b>	any Service which are specified for use only by Customers over a specific age;
<b>Application</b>	Your Application Form or Your online application;
<b>Application form</b>	the service application form or sign-up form filled in and signed by You;
<b>Cancellation Fee:</b>	a fee charged if We end the Agreement due to Your conduct or if You end Your Agreement within the Minimum Term. This fee may cover (without limitation) Your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by Us in Connecting and Disconnecting the Services and Our payments to operators including Mobile Network Operators, Network Providers, stores, or agents;
<b>Charges:</b>	charges under this Agreement, including call charges in respect of access to, and use of, Mobile Services as set out in the Application Form. These charges include (without limitation) fixed periodic charges, usage charges, minimum monthly spend charges, account administration fees, fees for Connection and Re-connection, a Cancellation Fee (where applicable) and any costs incurred in collecting outstanding payments from You;
<b>Commtel Ltd:</b>	Door entry and access communications manufacturer whose products are approved by the Network Providers for Connection to its Network. Commtel Ltd and Telguard Ltd share the same ownership and are located at the same address;
<b>Connection &amp; Re-connection:</b>	the process of giving You access to a Mobile Service. "Disconnection and "Re-connection" have a corresponding meaning;
<b>Content:</b>	information, communications, images and sounds, software or any other material contained on or available through the Services (including being contained within an SMS or MMS);
<b>Customer:</b>	You, or another person named by You, who is authorised to incur Charges to Your Account;
<b>Deposit:</b>	refundable amount that We or our Network Provider may ask You to pay before We Connect or Re-connect You to the Network or before providing any Service;
<b>Messaging Services:</b>	any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let You communicate with others;

<b>Minimum Term:</b>	the minimum period for the supply of Services as specified in Your Application commencing on the date of Registration. Where no period is specified in the Application a minimum period of 12 months from the date of activation of the most recent SIM will apply;
<b>Mobile Network Operator (MNO):</b>	the mobile network operator(s) providing network services to Our Network Provider(s);
<b>Mobile Services:</b>	the mobile services selected by You in the Application Form and offered by the Service Provider, which may include call services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which We agree to provide to You;
<b>Network:</b>	the electronic communications system by which the Mobile Network Operator makes Our Services available in the United Kingdom;
<b>Network Provider:</b>	The network provider(s) providing network services to Us;
<b>Price List:</b>	a list of Our current Charges which is updated from time to time and is available on Our website or at Your Request;
<b>Registration:</b>	our acceptance of Your application for Services and Our record of Your data and any user data prior to Connection. "Register" has a corresponding meaning;
<b>Roaming:</b>	an optional Service which allows You to use Your device on other operators' Networks, usually in foreign countries;
<b>SIM:</b>	a card or other device which contains Your personal telephone number, and which is programmed to allow You to access the Network;
<b>Storage Services:</b>	any Services which offer You storage capacity on the Network for storage of Content which You access from Us;
<b>Suspension:</b>	the temporary Disconnection of Services. "Suspend" has a corresponding meaning; and
<b>Third Party Content:</b>	the Content owned or licensed by third parties.

## KEY POINTS

- We, Telguard Ltd, are providing You with Mobile Services using approved devices, SIMs and network resources provided by Our Network Provider(s), that procures elements from other Network Providers and or one or more Mobile Network Operators (MNO).
- The terms for Services only cover the terms on which You may use the Services. They do not cover Your purchase of Your device.
- Services will be provided within Our Network Provider(s), or their MNO's network area in the UK and by roaming on to other networks but it's always possible that the quality or coverage may be affected at times.
- You must not use the Services for any illegal or improper purposes. Anyone under 18 is not permitted to access Age Restricted Services.
- If You don't pay Your Account on time or We reasonably believe that You haven't complied with certain terms of Your Agreement, we may Suspend or Disconnect Our Mobile Services, but You still must pay all outstanding charges (including a Cancellation Fee for disconnection).
- You agree that We and Our Network Provider(s), or their MNO(s), can process Your organisation's information and users personal data, which We collect or which You submit to Us during any sales or registration process, for a number of purposes, including to open and manage an account for Services, to deliver products and services ordered by You, for security and emergency service support, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to Your preferences) as set out in Our 'Privacy Notice' in the Terms for Services.

## TERMS FOR SERVICES

## **1. Scope**

- 1.1. Your Agreement is made up of these standard mobile terms and conditions, the Price List, and the Application Form (collectively, the "Agreement").

## **2. Commencement and Term**

- 2.1. This Agreement shall commence on the date We accept Your Application to use the Mobile Services (the "Commencement Date"). Acceptance may be by Us counter-signing the Application Form, sending a confirmation letter to you via post or email, or confirming by email following an online application.
- 2.2. This Agreement shall remain in effect for at least the Minimum Term and then thereafter unless terminated earlier by either party in accordance with this Agreement.
- 2.3. We will not be able to automatically renew the Agreement for the same duration as the initial Minimum term without Your written consent, but the Agreement will continue as a non-fixed contract unless terminated by either party in accordance with this Agreement.
- 2.4. The provision of the Mobile Services commences when We Connect You.

## **3. About Your Agreement**

- 3.1. It is Your responsibility to make sure the SIMs are only used to access Mobile Services as permitted in this Agreement.
- 3.2. This Agreement does not cover the supply of Your device. The manufacturers of devices are not related to Us. Any terms relating to devices will be given to You separately.

## **4. Variations to Your Agreement or prices**

- 4.1. We may vary any of the terms of Your Agreement on the following basis: We will let

You know at least one month in advance if We decide to:

- a) discontinue the Services; or
- b) make any variations to Your Agreement which are likely to be of detriment to You; or
- c) increase the fixed periodic charges for the Services (if applicable) by an amount which is more than the percentage increase in the Retail Prices Index Figure (or any future equivalent) in any twelve-month period.

- 4.2. You can end the Agreement for such variations as explained in Section 12.1. Subject to the above, you will not be able to end the Agreement if such variation or increase:

- a) is due to changes to the law, government regulation or license which affect Us; or
- b) relates solely to Additional Services.

If You carry on using Services after the variation commences, you will be deemed to have accepted the variation.

## **5. We will provide You with a phone number and SIM**

- 5.1. We will open an Account for You and arrange to provide You with a SIM and a phone number (and We may agree to provide You with additional SIMs and phone numbers on Your request).
- 5.2. Our Network Provider(s), or their MNO(s) owns each SIM, and each SIM remains their property at all times. You are being allowed to use the SIM by Us on a limited license to enable You to access Services, in accordance with the terms of this Agreement. We or they may recall the SIM(s) at any time for upgrades, modifications, misuse or when Your Agreement ends. You can only use Our SIM to obtain Services from Us.
- 5.3. The software in the Intercom and all intellectual property rights in that software is owned by Commtel Ltd and You are being allowed to use the software on a limited license from the manufacturer. During the term of Your Agreement for the supply of Mobile Services, you must not permit Your Commtel product to be unlocked via any unauthorised manner (i.e. by anyone other than Commtel Ltd). You must contact Us if You want Your SIM to be unlocked from Our network.

## **6. Services**

- 6.1. Once You are Connected, we will provide You with access to Our Mobile Services. The Mobile Services will include Premium Services, provided You ask for them and We approve, and may also include Age Restricted Services, provided You are 18 or over and You do not show or send any content from the Age Restricted Services to anyone under 18.
- 6.2. You will also be able to upload and send Your own content using the Mobile Services. You grant Us, Our Network Provider(s), or their MNO(s), a royalty free, perpetual and worldwide license to store, transmit or otherwise deal with any content You upload on the Mobile Services. We may:
  - a) change or withdraw some, or part, of the Mobile Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Subject to Section 4.1, You can end the Agreement if this variation is likely to be of detriment to You as explained in Section 12.1; and
  - b) also determine how Mobile Services are presented and delivered to the device or are otherwise made available to You. We can change the way they are presented, delivered or otherwise made available to You at any time.

### **Limitation of Services**

- 6.3. We will always try to make Mobile Services available to You. However, Mobile Services are only available within Our MNO's coverage area (which comprises a video service area and a voice & picture area within the United Kingdom). Within this, there may be areas where You do not have access to all Mobile Services or where coverage is otherwise limited or unavailable.

### **Disruption to Services**

- 6.4. There may be situations when Mobile Services are not continuously available or the quality is affected and so We cannot guarantee continuous fault-free service, for instance:
  - a) when We, Our Network Provider(s), or their MNO(s) need to perform upgrading, maintenance or other work on the network or Mobile Services;
  - b) when You move outside Our video service area whilst You are on a call (in this case calls may not be maintained);
  - c) when You are in areas not covered by Our network. In these cases, Services rely on other operators' networks where We have no control; and
  - d) because of other factors outside Our control, such as the features or functionality of Your device, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

## **7. What You will do in return**

### **Secure Your PIN, Passwords and SIM**

- 7.1. Our Network Provider(s), or their MNO(s) owns the SIM and it remains their property at all times, You must ensure that You keep the SIM safe and secure whilst it is in Your possession and You must ensure that You are able to return it to Us, if required to do so by Us at any time, as set out in these Agreement. There will be a charge for any replacement SIM, unless it is defective through faulty design or workmanship.
- 7.2. You must keep all PINs and passwords secure and confidential. You are also responsible for the security of Your device and must ensure that You keep it secure.
- 7.3. You should immediately change Your PIN or password if You become aware that someone is accessing Services on Your account without Your permission.

### **Responsible use of Services**

- 7.4. You may only use the Mobile Services:
  - a) as laid out in this Agreement; and
  - b) for Your own personal use. This means You must not resell or commercially exploit any of the Mobile Services or content.
- 7.5. You must not use the Mobile Services, the SIM or phone number or allow anyone else to use the Mobile Services, the SIM or phone number for illegal or improper uses. For example:
  - a) for fraudulent, criminal or other illegal activity;
  - b) in any way which breaches another person's rights, including copyright or other intellectual

property rights;

- c) to copy, store, modify, publish or distribute Services or content (including ringtones), except where We give You permission;
- d) to download, send or upload content of an excessive size, quantity or frequency. We will contact You if Your use is excessive;
- e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with Our network, the networks or systems of others or Services;
- f) to falsify or delete 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; and
- g) to use or provide to others any directory or details about customers.

7.6. You must always co-operate with Us and follow Our reasonable instructions to ensure the proper use and security of the Mobile Services and Your account. You must only use devices authorised by Us for Connection to Our network and also comply with all relevant legislation relating to their use.

7.7. We may publish an acceptable use policy providing more detail about the rules for use of certain Mobile Services in order to ensure that use of Mobile Services is not excessive, to combat fraud and where Mobile Services We may introduce require certain rules to ensure they can be enjoyed by Our customers. If We publish a policy, We will let You know and such a policy may be amended from time to time, for instance, if We discover that the Mobile Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain Mobile Services is causing problems for Us, Our Network Provider(s), or their MNO(s), 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.

#### **Responsible use of Messaging and Storage Services**

7.8. While using the Messaging Services, you must not send or upload:

- a) anything that is copyright protected, unless You have permission;
- b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

7.9. We may put limits on the use of certain Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.

7.10. While We have no obligation to monitor the Messaging Services or Storage Services, if You exceed Our use limits set out in Our fair use policy, or We are made aware of any issues with Your use of these Services, (for example, if We are made aware that You are using Mobile Services in any of the ways prohibited in Section 7.8 above), We reserve the right to remove or refuse to send or store content on Your behalf.

#### **Responsible use of Age Restricted Services**

7.11. If You are under 18, You are not permitted to access Our Age Restricted Services (if any). If You are 18 or over and You access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that You have deactivated any access to Age Restricted Services if You let anyone under 18 use Your device.

#### **Responsible use of Services outside the UK**

7.12. If You use Services from a country outside the UK, your use of the Services may be subject to laws and regulations that apply in that other country. We are not liable for Your failure to comply with those laws or regulations.

### **8. Your Rights – Complaints**

8.1. If You are unhappy about any aspect of Our Mobile Services, you should contact Our Customer Services. We will investigate any complaint in accordance with Our complaints handling policy, after which We will contact You with the results.

8.2. See Section 16 for information about data protection and privacy complaints.

## 9. Our Rights – Intellectual Property

- 9.1. All rights, including copyright in Mobile Services and their content, belong to Us, Our Network provider(s), their MNO(s), or Our licensed source, such as a third-party content provider. We and they reserve all Our and their rights.
- 9.2. Our trademarks, Our Network Provider(s) and their MNO's trademark and other related images, logos and names on the Services are proprietary marks of Us or them. We and they reserve all Our and their rights.

## 10. Paying Your Invoices

- 10.1. You must pay Us all Charges for all the Mobile Services which are accessed using the SIM(s) We or Our Network Provider have supplied to You or which are accessed using Your device(s), whether the Services are accessed by You or by another person, with or without Your permission. If any of the SIMs or device(s) are lost or stolen (either separately or with any of Your device), You remain responsible for all the Charges to Your Account until You tell Us what happened and arrange for Your SIM(s) and device(s) to be deactivated.

### Method of invoicing

- 10.2. Unless otherwise expressly stated in this Agreement, we will invoice You:
- a) in advance for periodic charges (usually on a monthly basis), Connection fees and service fees (where applicable); and
  - b) in arrears for usage charges. Whereas usage charges due to Your usage of Our Mobile Services inside the United Kingdom are in general invoiced in the last period, usage charges due to Your usage of Our Mobile Services outside the United Kingdom may be invoiced at other times; but this may vary in certain cases. (Depending on the payment scheme You have chosen).
- 10.3. VAT: Unless expressly stated otherwise, the charges payable for the Mobile Services under this Agreement are exclusive of VAT. Where the charges are expressed to be exclusive of VAT, you must pay to Us in addition to the charges for the Mobile Services, an amount equal to any VAT payable on the supply of the Mobile Services. That additional amount is payable at the same time as any part of the Charges for the Mobile Services is payable.
- 10.4. We will invoice You on a periodic, usually a monthly, basis, but We reserve the right to change this period on at least 14 days' notice. The invoice will state the amount of any Charges due, the allowed payment methods and the due date for Your payment.
- 10.5. We will endeavor to invoice You within the normal invoicing period, but We reserve the right to also invoice You in later invoicing periods.
- 10.6. We may also submit interim invoices or require an immediate payment if We think You have exceeded a reasonable limit on Your Account.
- 10.7. In the event You fail to pay Your account on time, you will be in breach of this Agreement and We may Suspend or Disconnect You from Our Mobile Services. You will have to pay any outstanding Charges. We may set a credit limit on Your account until You have established a good payment history with Us or if You fail to pay Your account on time or We may ask You for a Deposit. We will let You know the applicable credit limit which We may increase or remove without notice or about the amount of the deposit that We require from You. If You exceed the credit limit We set, we may Suspend any or all of the Mobile Services You use until You have made a payment to Your Account. You should not use the credit limit for budgeting as the amount You owe is not capped or limited by any credit limit We set.
- 10.8. We may need to take legal or other collection action against You for non-payment of Charges. This could mean You have to pay Our costs and expenses, including legal costs, with interest added daily. We may charge **daily interest at a rate of 3% per annum above the base rate of Lloyds Bank plc** from time to time on any unpaid Charges from the due date to the date of payment.
- 10.9. Dishonored cheques: We reserve the right to terminate the Agreement without notice to You in the event: a cheque provided by You in payment of that invoice is dishonored without a valid explanation being provided by You. We will also charge You a dishonor fee if a cheque used to pay an invoice is dishonored.
- 10.10. If You use Your device to buy goods and services from third parties, you are responsible for paying any invoice they may send You. You will pay Us any charge which any other supplier or other person renders to Us:
- a) if You approach that other supplier or person directly, or otherwise than through Us; or
  - b) for connection or initiation of any Mobile Service or for cancellation of any Mobile Service.

## **11. Suspension of Mobile Services**

- 11.1. We may Suspend any or all of the Mobile Services You use without notice if:
- a) We reasonably believe You have provided Us with false or misleading details about Yourself;
  - b) We advise You that Your excessive use of the Mobile Services (as may be defined in accordance with Section 7.7 above) is causing problems for other users, and You are continuing to use the Mobile Services excessively;
  - c) We believe Your device or SIM has been lost or stolen;
  - d) We reasonably believe that You have used the Mobile Services, the SIM(s) or a phone number for illegal or improper purposes in contravention of Our responsible use requirements in Section 7 above;
  - e) We receive a serious complaint against You which We believe to be genuine (for example, if We receive a complaint that You are using Mobile Services in any of the ways prohibited in Sections 7.5, 7.8 and 7.11). If this happens, we will deal with the complaint in the manner set out in Section 8.1;
  - f) We are required to suspend Your Services by the emergency services or other government authorities; or
  - g) We reasonably believe You have permitted Your device to be unlocked via any unauthorised manner and/or have not paid any relevant Charges due in contravention of Section 10 above.
- 11.2. We may turn off Your Messaging Services if they are inactive for an extended period of time. We will let You know before this happens. If We do turn off Your Messaging Services, We will have no obligation to maintain any of the content in Your Messaging Services, or to forward any unopened or unsent messages to You, or anyone else.
- 11.3. If We Suspend any or all of Your Mobile Services, you will still be able to make emergency calls (unless they have been Suspended at the request of the emergency services).
- 11.4. If Your Services are Suspended, we may agree to re-connect You if You ask Us to do so and there may be a re-connection charge for this.

## **12. Ending this Agreement and Disconnection of Services**

- 12.1. You may end this Agreement in the following ways:
- a) You can end the Agreement during Your Minimum Term (if You have one) by giving notice at least 30 days before the date You want to end the Agreement. However, you must pay Us all the Charges You owe, plus any Cancellation Fee.
  - b) On 30 days' notice, outside the Minimum Term. You can end the Agreement if Your Agreement does not contain a Minimum Term, or if You want to end the Agreement at the end of Your Minimum Term or any time after Your Minimum Term has expired, provided You give notice to Customer Services at least 30 days before the date You want to end the Agreement.
  - c) You can end the Agreement within one month of Us telling You about a variation to Your Agreement which is likely to be of detriment to You. You must give us at least two calendar week's written notice that you are rejecting the variation and terminating the Agreement or services covered by the variation.
- 12.2. We may end this Agreement in the following ways:
- a) On 30 days' notice, outside the Minimum Term.
  - b) If Your Agreement does not have a Minimum Term, or the Minimum Term has expired, we can end this Agreement by giving at least 30 days' notice of ending the Agreement.
  - c) Because of Your conduct.
  - d) In the event of any of the following, we may end Your Agreement immediately and You must pay all the Charges You owe up until We Disconnect You:
    - i) if We have the right to Suspend Your Services on any of the grounds in Section 7.5 and We believe that the grounds are serious and have not been, or are unlikely to be, rectified;
    - ii) if We believe that Your use of Our Services, is jeopardising the operation of Our, Our Network Providers', or their MNOs' networks, or are of an unacceptable nature; or



- iii) in the event of Your bankruptcy, insolvency, or death.
- e) No network access or Services. We may end Your Agreement if We no longer have access to other operators' networks which We need to provide Mobile Services, or if We are no longer able to provide Mobile Services due to factors beyond Our control or because We cease business.
- f) Once You are Connected, you can only end this Agreement in the ways set out in this Section 12. However, if You are a consumer, any statutory rights which You may have, which cannot be excluded or limited, will not be affected by this section. For more information on Your statutory rights, contact Your local authority Trading Standards Department or Citizen's Advice Bureau.

### **13. Effect of this Agreement ending**

- 13.1. If this Agreement ends, we shall have the right to transfer Your Account to another provider, or at Our sole discretion to close Your Account and Disconnect You and You will not be able to use the Mobile Services or make emergency calls. This is without prejudice to your rights under Section 14 to request a transfer to another supplier.
- 13.2. You must immediately pay all Charges You owe up to the date the Agreement ends. If We end the Agreement due to Your conduct or if You end Your Agreement within the Minimum Term, the Charges will include a Cancellation Fee.
- 13.3. The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement.
- 13.4. Save as expressly set out in this Agreement, termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any statutory or accrued rights or liabilities of either party.

### **14. Transfer of Services to another Supplier**

- 14.1. If in the future You ask Us to transfer any of the Mobile Services to another supplier, of Mobile Services then You remain responsible to Us for amounts payable prior to the transfer, and You will immediately pay Us that amount on receipt of Our invoice.
- 14.2. The provision of Mobile Services ceases when We transfer those Accounts to another supplier.
- 14.3. We will endeavor to invoice You for those Mobile Services within the next normal invoicing period, but We reserve the right to issue subsequent invoices in relation to uninvoiced fees and Charges.
- 14.4. If We become aware of other proper Charges (including fees payable to any other supplier) for those Mobile Services up to the date of transfer, or We resolve any dispute so that any liability of Ours relating to those Services is quantified, then You will immediately pay Us all such amounts on receipt of Our invoice.
- 14.5. We will credit You with any amount credited to Us by another supplier for those Mobile Services provided up to the date of transfer.

### **15. Liability Limits on our Liability**

- 15.1. All of Our obligations to You relating to the Mobile Services are set out in this Agreement. If You wish to make any variations to this Agreement or rely on any other term, you must obtain Our Agreement to the variation or term in writing.
- 15.2. Except as set out in Section 15.3:
  - a) all other terms, conditions and warranties relating to the Mobile Services are excluded.
  - b) Our, Our Network Provider(s), or their MNOs', entire liability to You for something We do or don't do will be limited to £3,000 for one claim or a series of related claims; and
  - c) We, Our Network Provider(s), or their MNO(s), are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of the Mobile Services. We, Our Network Operator(s) and its MNO(s), are not liable for any loss or damage that was not reasonably foreseeable when You entered into the Agreement.
- 15.3. Nothing in this Agreement removes or limits Our liability for fraud, for death or personal injury caused by Our negligence or for any liability which can't be limited or excluded by applicable law. If You are a consumer, the terms of this Agreement will not affect any of Your statutory rights which You have, which cannot be excluded by this Agreement. For more information on Your statutory rights, contact Your local authority Trading Standards Department or Citizen's Advice Bureau.



#### **Services – Area where We have no responsibility.**

- 15.4. We will try to ensure the accuracy, quality and timely delivery of the Mobile Services. However:
- a) We, Our Network Operator(s) and its MNO(s), accept no responsibility for any use of, or reliance on, the Mobile Services or their content, or for any disruptions to, or any failures or delays in, the Mobile Services. This includes, without limitation, any alert Services or virus detection Services; and
  - b) subject to Section 15.3 We, Our Network Operator(s) and their MNO(s), do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Mobile Services or their content. They are provided to You on an 'as is' basis; and
  - c) We, Our Network Operator(s) and their MNO(s), are not providing You with advice of any kind (including without limitation investment or medical advice). Where Services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements.
- 15.5. We, Our Network Operator(s) and their MNO(s), will not be liable:
- a) for any loss You may incur as a result of someone using Your PINs or passwords, with, or without, Your knowledge; or
  - b) if We or they cannot carry out Our duties, or provide Services, because of something beyond Our control.

#### **Others' content and services – Areas where We have no responsibility.**

- 15.6. You may be able to use Mobile Services:
- a) to upload, email or transmit content using the Mobile Services; and
  - b) to access content which is branded or provided by others and to acquire goods and services from others.
- 15.7. Where We, Our Network Provider(s) or their MNO(s) provide You with such access, all We do is transmit the content to You and neither Us nor them prepare or exercise control over the content, goods or services. We, Our Network Provider(s) and their MNO(s) are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.
- 15.8. This Section 15 will still apply even after this Agreement has ended.

### **16. Privacy Notice and Your Information**

- 16.1. We will only use Your personal information in accordance with this section and applicable UK data protection and privacy legislation. Please read all this section and feel free to contact Us at the address below with any questions.
- 16.2. Whenever You provide Us with personal information about Yourself You agree that it will be true, complete and accurate. You must tell Us if this information changes.
- 16.3. If You provide Us with information about another individual or register a phone in the name of another individual, you must have their agreement to do so or be acting with legal authority.
- 16.4. If We reasonably believe that You have supplied Us with false or inaccurate information, or if We suspect fraud, we may delay Your Connection or suspend Your access to the Mobile Services until an investigation has been completed to Our satisfaction.

#### **“Your Information”**

- 16.5. By “Your Information” We mean information that You give Us or that We obtain about You as a result of any application or registration for and use of the Mobile Services. It may include Your name, current and previous address(s), date of birth, telephone and fax numbers, gender, email address, employment and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide services to Us, and may include information from other countries.
- 16.6. While You are a customer of Us, We and/or those who provide services to Us will also acquire and process information about Your use of the Mobile Services, including Location Data, Your Communications Data, Your mobile telephone number the unique code identifying Your device and SIM, and Your account information including contact history notes.

- 16.7. Some of the information We collect about You may be classified as “sensitive” (such as visual or hearing impairments) and We will ask Your permission if We wish to use or share this information.

#### **Use of “Your Information”**

- 16.8. We may process “Your Information” for a number of purposes including:

- a) Credit Referencing, Identity Checks and Fraud Prevention
  - i) We will make searches about You at credit reference agencies who will supply Us with credit information, as well as information from the Electoral Register, to help Us to decide whether to accept Your application or future applications, and to verify Your identity.
  - ii) We will also disclose details of Your Agreement with Us, the payments You make under it, account balances and information about any default, dispute, and debts to credit reference agencies. We will also disclose details of any change of address reported to Us or of which We become aware. Credit searches and the information supplied by Us and held by credit reference agencies is used by Us and other organisations to help make decisions about other credit applications by You or other members of Your household with whom You are linked financially to trace debtors, recover debts, to prevent and detect fraud and to manage Your account.
  - iii) We may also check and share Your details with fraud prevention agencies, and We will record (and pass to the fraud prevention agencies) details of any false or inaccurate information provided by You or where We suspect fraud. Records held by fraud prevention agencies will also be used by Us and other organisations to help prevent fraud and money laundering, for example. Those fraud prevention agencies may disclose information to law enforcement agencies where requested and necessary for the investigation of crime. We and other organisations may access and use (from a country other than the UK) the information recorded by fraud prevention agencies.
  - iv) We may also use and share Your details for the collection of any debts owed by You. This may include the use of debt collection agencies to collect debts on Our behalf or may include the assignment of debts to a third-party company. The assignment of debts will involve the sale of Your debt and account information to a third-party company – this information may include Your name, address and contact data, year of birth, debts owed, payment history and other information necessary to help recover the debt.
  - v) We may also pass and share information to other communications service providers and network operators for the detection and prevention of theft and fraud. You can ask Us at any time for details of the credit reference and fraud prevention agencies to whom We disclose and obtain information about You.
- b) Account and Service Management
  - i) to process applications, registrations or orders made by You, to create and administer accounts, to calculate and charge for the Mobile Services, to produce any necessary invoices or invoicing statements, and to provide customer services including the management of any complaints or queries;
  - ii) to supply any products, services or information requested by You and/or which We may provide;
  - iii) for traffic and invoicing management;
  - iv) to update Your device remotely “over the air” with software updates and to investigate and resolve any Mobile Service-related queries made by You;
  - v) to process data revealing the geographic location of Your device in order to provide location-based services requested by You and which may be provided by Us or by third parties on behalf of Us, or where You request location-based services directly from third parties; Your location data will always be transmitted when calling the emergency services in the UK;
  - vi) We may monitor and record calls and messages from You and Our Customer Services for training and quality purposes;
  - vii) please be aware that when You call Our Customer Services, Your phone number will automatically be presented to Our Customer Services so that We are able to provide You

with integrated customer services and for security purposes.

- c) Marketing and keeping You informed:
    - i) to carry out analysis of Your information, in order to develop Our relationship with You, to develop and personalise the Mobile Services and to present and deliver these to Your device;
    - ii) to keep You informed about Our services, developments, pricing tariffs, special offers, and any discounts or awards which We believe may be of personal interest to You, or which You may be entitled to. We may keep You up to date directly to Your Phone, and by post, telephone and by electronic messaging such as mobile text and picture message, email voice, audio and videomail subject to any preferences indicated by You. You can contact Us at any time to ask Us not to use Your location or "communications data" for marketing purposes or if You would prefer not to receive direct marketing information, or simply to update Your preferences by writing to or calling Customer Services, by sending an email to **[sims@commtel.io](mailto:sims@commtel.io)**;
    - iii) to tell You about the products and special promotions of carefully selected partners (subject to Your preferences) and allow You to receive advertising and marketing information from them but without passing control of Your information to the third party concerned. You can update Your preferences at any time as described above;
    - iv) to carry out market research;
  - d) to carry out activities necessary to the running of Our business, including system testing, network monitoring, staff training, quality control and any legal proceedings; and
  - e) to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- 16.9. We may enter Your name, address and telephone number in a publicly available directory enquiry service and directories operated by Us or by a licensed third-party operator such as BT, subject to Your preferences and only where You have given Us permission.
- 16.10. We may share Your information with other members of Our group of companies, and with Our, or their, partners, associates, agents and contractors who provide services to Us, and for the purposes of pursuing Our legitimate interests, including people who are interested in buying Our business. These may include people and companies outside the European Economic Area (the "EEA") which consists of the European Union Member States together with Iceland, Liechtenstein, and Norway.
- 16.11. We may also use data processors, some of whom may be based outside the EEA, to process data on Our behalf and who provide specific services to Us and Our group of companies. Certain services may be provided by group companies in India or Australia. If We do this, we will ensure that Your information is processed to the same UK standards adopted by Us.
- 16.12. If You use Our Services from a country outside the UK it may be necessary to transfer Your information to that country. If that country is outside of the EEA, the treatment of Your personal information may be subject to laws and regulations applying in that country and which may not protect Your information to the same standards applying in the UK and the EEA.
- 16.13. When You make a call, the calling line identity (CLI) of Your Phone (Your mobile number) will be displayed on the Phone of the person You call. If You do not wish Your CLI to be displayed and/or transmitted, you should consult Your user guide or contact Customer Services. Your CLI cannot be blocked when calling the emergency services, or when sending a text, picture, or video message.
- 16.14. We may retain Your information for as long as is necessary for the purposes detailed in this notice and until charges for services cannot be lawfully challenged and legal proceedings may no longer be pursued. Generally, we will keep Your communications data for up to one year. Your account information will be kept after Your relationship with Us ends to comply with legal and regulatory obligations.
- 16.15. You must keep any passwords and PIN numbers relating to Your Account and the Mobile Services safe and secure. You must not share them with anyone else. If You find or suspect that anyone else knows Your passwords or PIN numbers, or can guess them, you must contact Us immediately and ask Us to change them. This is Your responsibility.
- 16.16. You have the right to obtain a copy of personal data which We may hold about You. Please write to the Data Protection and Privacy Officer. Alternatively, email: [sims@commtel.io](mailto:sims@commtel.io). We may ask You to provide proof of Your identity and residence and may charge £10 to cover Our administrative costs.
- 16.17. If You have any questions about this notice or the way in which Your information is processed, please

contact the Data Protection and Privacy Officer, by writing or sending an email to the above addresses.

- 16.18. If We change this notice, We will post the amended version on Our website so You always know how We will collect, use and disclose Your information. See [www.commtel.io](http://www.commtel.io).

## **17. Notices**

- 17.1. Notices given under this Agreement must be in writing and may be delivered by hand, courier or first-class post, or e-mail:
- a) to Us at the relevant address provided during the Registration process or any alternative address which We notify to You;
  - b) to You at the relevant postal or email address provided as part of the details which You submit during the Registration process or any alternative address that You provide to Us.

## **18. Other terms**

- 18.1. This Agreement is governed by English Law. Each of Us agrees to only bring legal actions about this Agreement in an English court.
- 18.2. If You, We or Our Network Provider(s), or their MNO(s), delay, or do not take action to enforce Our respective rights under this Agreement, this does not stop You, or Us or them, from taking action later.
- 18.3. If any of the terms in this Agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 18.4. We may assign or transfer Our rights and obligations under Your Agreement to a party who agrees to continue complying with Our obligations under this Agreement, provided that Your rights under the Agreement or any guarantees given by Us to You are not affected. No other person (other than Our assignee, if any) may benefit from this Agreement.
- 18.5. In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case We may have to change Your phone number for Services.
- 18.6. You confirm that You have full contractual capacity to agree to the Agreement.

### **Third Party Rights**

- 18.7. This Agreement is entered into by Us for the benefit of Us, Our Network Provider(s), and their MNO(s).
- 18.8. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that Our Network Provider(s), and their MNO(s) will have the right to enforce any rights conferred on it under this Agreement and, to that extent, Our Network Provider(s), and their MNO(s) will have the same rights against You as would be available if they were a party to this Agreement.
- 18.9. This Agreement constitutes the entire Agreement between Us and You and there are no other oral or written understandings or agreements between Us and You to the subject matter of this Agreement. Any representation(s) (unless they have been made fraudulently) not specifically contained in this Agreement made prior to entering into this Agreement do not survive subsequent to the execution of this Agreement.