

Now Mobile Terms and Conditions for the supply of Mobile Telecommunication services

Now Mobile Telecommunications Limited (company number 06985543, VAT number 977949040), which has its registered office at 38 Shad Thames, London SE1 2YD (“Now Mobile”, “we”, “us”, “our” or “ours”) will provide mobile telecommunications services to you, the customer with (“you”, “your” or “yours”) on the terms and conditions set out below. By using the Services, you agree to the following:

1. Definitions

The words capitalised below have the following meanings where used elsewhere in this Agreement:

Account: the airtime account we use to record the credits, charges and Allowances associated with your SIM Card;

Acceptable Use Policy: our policy in force from time to time setting out what we deem to be acceptable use of the Services, which is attached to your Price Plan or available from Customer Services or on the Website;

Additional Services: services or products that we supply to you when you ask us to or, where we do not require you to ask for them in advance, other services that we supply to you when you use them;

Agreement: the agreement between you and us to which these terms and conditions apply;

Allowance: means: (i) Where your Price Plan includes an allowance, those Services included within that allowance; and/or (ii) Where we offer you the ability to purchase an allowance as a supplement to your Price Plan, those Services included in that allowance.

Basic Services: mobile call, messaging and/or data services we provide to you using the Network;

Customer Services: the helpline service we provide for all questions regarding the Services the details of which are set out at the end of this Agreement;

Device: means the mobile telephony device you use in conjunction with the SIM Card to access the Services which may include, but is not limited to, a mobile handset, but which term expressly excludes a GSM Gateway.

GSM Gateway: means any device using one or more SIM Card that is capable of being used for the reselling or routing of communications using the Services and/or the Network which term includes, but is not limited to, SIM boxes;

Network: the telecommunication systems we use to provide the Services;

Network Operator: means any person(s) authorised or permitted to run any part of the Network;

Price Plan: the particular price plan setting out the charges applicable to the Services from time to time, as available from Customer Services or via the Website;

Privacy Policy: means our policy in force from time to time setting out how we treat any personal data which we hold about you, and which is available from Customer Services or on the Website;

Roaming: the ability to use the Service whilst abroad via a foreign mobile network (Note: some Services may not be available when you are Roaming and we recommend that you contact Customer Services to find out which Services you can access when Roaming);

Service(s): the Basic Services and any Additional Services we provide to you;

SIM Card: means the subscriber identity module card we provide to you, which remains our, or a Network Operator’s property, which you must use in conjunction with a Device to receive the Services;

Top-Up Voucher: a voucher or other prepayment method containing an amount credit, an Allowance or a combination of both credit and Allowance which when associated with your Account allows you to access and use the Services up to the value of that credit and/or Allowance for so long as it, that credit or Allowance is valid; and

Website: means the site www.nowmobile.co.uk.

2. The Agreement

a) The Agreement will commence and a binding contract will exist between us when you first associate a Top-Up Voucher with your Account or begin using the Services, whichever occurs first. It will continue until terminated as set out here.

b) Where you have entered into this Agreement with us over the telephone or through our Website, you have the right to cancel this Agreement any time within the first 7 full working days. If you exercise this right then we will refund any remaining credit on all Top-Up Vouchers associated with your Account after deduction of any charges you have incurred by your usage of the Services and any delivery charge which we told you about in advance. Any promotional offers or free Services will not apply when you decide to cancel in this way.

c) All Services, including any related offers and promotions, may be subject to specific additional terms and conditions advertised in our marketing literature and/or on the Website. Please check our Website regularly as these terms and conditions are updated from time to time.

d) You will remain responsible to us under this Agreement for the actions of any other person you allow to use the Services where we have not consented to a transfer of this Agreement.

e) This Agreement only relates to the provision of Services to you. Please note, we do not provide our customers with Devices. This Agreement does not therefore govern the sale or usage of any Device which may have been provided to you by a third party alongside the SIM Card. Such devices may be subject to additional terms and conditions with that third party over which we have no control and/or responsibility.

3. Our Obligations

a) We will provide the Services in accordance with the Agreement, and as described in the then-current Price Plan, from the date of activation of the SIM Card. You may need to contact us to arrange for the activation of your SIM Card.

b) We try to make sure that the Services are available to you wherever possible; however both availability and quality of the Services may be affected by things we cannot control such as physical obstructions, atmospheric conditions and outages on the Network where such outages and their remedy are not within our control. We or our Network Operator may from time to time need to carry out upgrade or maintenance work on the Network which may affect the availability and/or quality of the Services. We will endeavour to keep such disruption to a minimum but this may not always be within our control.

c) We shall provide the Services with reasonable skill and care and we shall use reasonable efforts to make the Services available to you. If you experience problems with our Services or suspect a fault, please contact us.

d) We may from time to time and without notice, change the Services in order to comply with safety, regulatory, statutory and other requirements. We will try to ensure that this does not materially affect the scope of the Services.

e) We will comply with our Privacy Policy.

4. Your Obligations

a) You must use the Services in accordance with this Agreement, the then-current Acceptable Use Policy and any other reasonable instructions we give you from time to time.

b) You must keep your SIM Card PIN and PUK codes, and any passwords issued to you for use with your Account, confidential and secure at all times, and you must tell us immediately if your PIN, PUK code or any other password is disclosed to any unauthorised person. You are responsible for all charges incurred on your Account whether or not they are incurred by you personally except those incurred after you have notified us of the loss or theft of your SIM Card.

c) You agree that you will always comply with the then-current Acceptable Use Policy and that we and our Network Operator(s) have the rights set out there. You will be responsible to us for any losses, expenses or other costs incurred by us without limit as a result of your breach of this clause.

d) You must disclose your date of birth to us when you open your Account. You acknowledge that certain features of the Services will be unavailable to you if you are under 18 years of age. You must not allow anyone to access age restricted content who is under that relevant age nor may you forward, or permit or allow anyone to forward, any age restricted content to anyone under the relevant age for such content.

e) You are responsible for the way you use the Services and we will not be responsible for any content sent or received by you.

f) You are responsible for updating us as soon as reasonably possible of any changes to your contact details.

6. SIM Cards

a) All SIM Cards that we provide to you remain either our property or the property of our Network Operator(s). We may replace your SIM Card at any time during this Agreement and may also require you to return your SIM Card to us.

b) You must advise us if your SIM Card is lost, stolen or damaged. We will replace any SIM Card free of charge if it is defective however we reserve the right to charge you for a replacement where a SIM Card appears to have been damaged by deliberate misuse or carelessness.

7. Credit and charges

a) In order to use the Services you must have sufficient credit or Allowances recorded against your Account. Where you are using the Services and your credit or Allowance runs out we may cease providing you with those Services until you record further credits or an additional Allowance against your Account. An Allowance will only permit you to use those Services associated with it and where it does not allow you to use a Service you will only be able to access that Service where you associate a Top-Up Voucher with your Account that permits such use. From time to time we may impose limits on the total amount of Top-Up Voucher credit you may associate with your account during any period of time.

b) Your use of the Services is charged in accordance the then current rates applicable to your chosen Price Plan. Charges and, in respect of Allowances, consumption will be deducted from the Top-Up Voucher associated with your Account. In the event that charges are incurred simultaneously they will be deducted simultaneously. Where more than one Top-Up Voucher is associated with your Account charges

shall be deducted from the earliest applied Top-Up Voucher. Where you apply one or more Top-Up Voucher with Allowances to your Account the Allowance applicable to the earliest applied Top-Up Voucher shall prevail until that Top-Up Voucher is consumed or expires.

c) All available Price Plans are published on the Website and will be regularly updated with price changes and special offers (where applicable). We can change the charges at any time by posting the changes on the Website or by otherwise giving you notice. You can contact Customer Services and request details of our prices or any price change at any time. We will endeavour to give you reasonable notice of any changes before they are made.

d) Each SIM Card provided to you pursuant to this Agreement functions as a separate Account with us.

e) If you have selected a Price Plan which requires you to top-up a certain amount every month or, where it does not automatically renew, to purchase it in advance then you must pay such amount by credit or debit card in advance. If you fail to do so, you may be unable to use all, or part of the Services and/or will be charged for any usage at our standard rate until you make that payment or reinstate your monthly payment.

f) Top-Up Voucher credit and Allowances may only be used for our Services and you will not be entitled to receive any cash refund for any remaining credit or Allowance unless expressly stated otherwise in this Agreement. Credit and Allowances are also not transferable and no interest will be applied or payable to credit balances or Allowances.

g) If you purchase a Top-Up Voucher that shows an expiry date, the credit and/or Allowance provided for by that Top-Up Voucher must be redeemed prior to that date. If you are entitled to an Allowance that expires that Allowance must be consumed prior to that date. No refunds will be given for any failure to redeem credit or consume any Allowance prior to its expiry.

h) If you do not make at least one chargeable call or send one chargeable SMS every six months then your Account may automatically be closed and your SIM Card deactivated and you will not be entitled to a refund of any unused credit.

i) Subject to any express statement to the contrary in your chosen Price Plan, the standard rates quoted in the Price Plan do not apply to the following uses of the Services and will incur an extra charge: (i) SMS messages which are at a premium rate, international, or sent or received abroad, (ii) calls which are reverse charged; and (iii) SMS messages which are more than 160 characters in length.

j) If your Price Plan contains an Allowance this will not apply to any months in which you decide to cancel your Service. When an Allowance is used up, or expires, further use of the Services previously included in that Allowance will be charged at our standard rates. Any Allowance may only be used at the times and for those Services that are set out in relation to that Allowance and Allowances, including those contained in Price Plans, only apply to Services consumed with the UK - Roaming charges apply when using any Services from abroad. Unless otherwise stated unused portions of any Allowance cannot be carried forward after the expiry of that Allowance.

k) Roaming charges are set out in the Price Plan. There may be a delay when Roaming between using the Services and the charges being applied to your Account. Please ensure you have sufficient credit, or Allowances associated with your Account for such usage.

l) We will use reasonable endeavours to suspend access to your Account and/or the Services where charges equal or exceed the amount of Top-Up Voucher credit associated with your account or where you have consumed your Allowance(s) and have no, or insufficient, Top-Up Voucher credit and no applicable, additional Allowance associated with your Account. However if for any reason your Account falls into arrears we will endeavour to inform you as soon as possible, but in any event, you must settle any arrears on your Account within 14 days. If you fail to do so, we reserve the right to charge you (i) interest at a rate of 2% per annum above the base rate of Barclays Bank Plc calculated on a daily basis; and (ii) reasonable administration and/or collection costs we may incur.

m) If you pay any of our charges: (i) by credit or debit card and your bank refuses to make payment; and/or (ii) by a currency other than pounds sterling; we may charge you for the bank charges and extra administration costs, which we may incur.

n) unless otherwise expressly stated in your Price Plan, the charges for Services including those for Services included in one or more Allowance are calculated: (i) for SMS, per message sent, or, where chargeable, received; (ii) for data, are calculated in 300KB intervals for both sending and receiving data; and (iii) for calls, are calculated in one minute intervals from the first minute. Where any such calculation is the subject of regulation or other order that calculation shall be in accordance with that regulation or order.

o) calls, SMS and MMS to the Isle of Man and the Channel Islands are considered international calls, SMS and MMS and are rated as such.

8. Promotions

a) From time to time we may make promotional offers. All such offers are subject to the terms set

out in the promotional literature and available on the Website. Unless stated otherwise, each promotion and offer is standalone and is not available in conjunction with any other promotion or offer. All promotions, offers or bundles can be withdrawn or varied at any time at our discretion.

9. When we may suspend or disconnect

a) We may, without liability to you, suspend or disconnect you fully or partially from the Services, without notice:

(i) if we are entitled to terminate this Agreement due to your failure to comply with this Agreement but elect to provide you with an opportunity to remedy such failure;

(ii) if we are required to do so by the Government, an emergency service organisation or any other competent body or lawful authority;

(iii) for repairs or maintenance, or for operational or security reasons.

(iv) in circumstances where we observe unusual use of your Account or one or more Service (e.g. abnormally high usage patterns) ;

(v) if we have good reason to suspect a breach by you of the Acceptable Use Policy;

(vi) if you advise us that your SIM Card has been stolen/lost/damaged or destroyed;

(vii) if your SIM Card or handset is interfering with the normal operation of the Network; or

(viii) if your Account is in arrears.

10. Changing the Agreement

a) This section applies to all changes to the Agreement except changes to our charges, which are described in clause 7.

b) We can change or update the Agreement at any time. We will only do this if we have a valid reason, for example to reflect changing arrangements with the Network Operator, or changing legal, regulatory or business requirements.

c) Where we make a significant change to this Agreement, we will notify you about this change and also place details on the Website. If you do not agree with a significant change to this Agreement, you may stop using the Services. If valid Top-Up Vouchers with credit remain associated with your Account, you must contact us within 90 days of the change coming into effect if you wish to claim a refund. If you continue to use the Services after the date on which the change comes into effect, your use of the Services indicates you agree to the changed Agreement.

d) All changes will be posted on the Website; it is your responsibility to regularly check the Website for changes affecting the Services.

f) Where we have provided you with a mobile telephone number, or any other number, this number does not belong to you and we may change it from time to time on giving you notice

which you agree can be given any method including, but not limited to, by sending you notice by SMS.

11. Ending the Agreement

a) You may terminate the Agreement either in accordance with clause 2(b) or else at any time by giving us notice that you wish to do so provided all charges have been paid for and your Account is not in arrears.

b) We may terminate the Agreement immediately if: (i) you break an important term or condition of the Agreement, including, but not limited to, an important term or condition of the Acceptable Use Policy, which we do not think you are able to rectify; (ii) you break any other term or condition of the Agreement, including, but not limited to, an important term or condition of the Acceptable Use Policy, and do not put it right within 7 days of being asked to do so; (iii) you fail any credit or fraud prevention check we run, or where we have good reason to suspect fraud or money laundering connected with your Account; (iv) we have good reason for believing that any information you have given us is false or misleading; (v) you are the subject of any bankruptcy or insolvency proceedings; (vi) an agreement with a Network Operator is terminated and this prevents us from supplying the Services, or if despite our reasonable efforts, the Network is no longer available to us; (vii) as provided for in clause 7(h) where you have ceased use of the Services; or (viii) we cease providing the Services generally.

c) Where this Agreement is terminated pursuant to this Clause 11, you continue to be responsible for all charges incurred until we stop providing you with the Services.

12. Liability

a) Subject to clause 12(b), if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms. Our obligation to pay you damages or losses is limited to £500 for a single incident or £1,000 for any number of incidents within a 12 calendar month period.

b) Neither of us shall be responsible for losses that result from our failure to comply with these Terms that fall into the following categories:

(a) loss of income, profits or revenue;

(b) loss of business;

(c) loss of anticipated savings; or

(d) loss of or corruption to data.

However, this clause 12(b) shall not prevent claims for foreseeable loss of, or damage to, your physical property.

- c) This clause 12 does not exclude or limit in any way our liability for:
- (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- d) We will not be responsible or liable to you where we are unable to provide the Services or perform any of our obligations under this Agreement due to “acts of God” or other circumstances beyond our reasonable control.
- e) This clause 12 shall continue to apply after this Agreement has terminated.

13. Internet access

If your phone enables you access to the Internet then the following will apply:

- a) We do not make any warranty as to the accuracy, completeness, reliability or continuous supply of the content or information contained on any third party sites or resources accessed via the Services.
- b) We will not be responsible for any harm you suffer from any virus that gains access to your equipment, whether transmitted via the Services or otherwise. It is your responsibility to protect your equipment with suitable anti-virus software.

14. General

- a) Upon your request we will consider transferring the Agreement from you to another person, subject to receiving proof of your and the other persons consent to this, and the other person meeting our credit criteria and other application requirements. You are not otherwise entitled to transfer your rights and responsibilities under the

Agreement. A transfer charge may be payable by you upon transfer to the new customer.

c) Any notice under these terms and conditions, whether required to be written or otherwise, may be given by us to you by SMS message or by any of the contact methods you have given us when opening your Account. You must give notices to us by post or e-mail to the relevant addresses set out below.

d) If at any time we do not require you to comply with any part of the Agreement, this will not prevent us from doing so in the future.

e) If any part of these terms and conditions (including any provision in which we exclude our liability to you) is deemed unenforceable by any court or other competent body or authority, the enforceability of any other part of these terms and conditions will not be affected.

f) If you have a complaint about our Services please contact us using the details below.

g) The Agreement and any document expressly referred to in this Agreement represent the entire agreement between us and supersedes all previous arrangement, understanding or agreement between us, relating to the Services. Nothing in this clause shall limit or exclude any liability for fraud.

i) The Agreement is governed under the laws of England and Wales and we both agree only to bring legal actions about or related to this Agreement in a UK court.

15. Notices

If you would like to talk to us about this Agreement or the Services please call Customer Services on 669 from a Device containing a Now Mobile SIM, or +44 (0) 207 871 7669 from any other handset or landline, or by email at hello@nowmobile.co.uk, or by post at 38 Shad Thames, London SE1 2YD.