

## Mobile Services Schedule

**This Service Schedule for Mobile Services is made by and between XLN and you and is part of the Agreement between the Parties.**

In the event of any conflict or ambiguity between this Service Schedule and the General Terms and Conditions, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in the Agreement.

### 1 Definitions

**“Account”** means our records of your payments and outstanding Charges, plus your personal details;

**“Additional Services”** means additional or supplemental services for which a charge is made in addition to the fixed periodic Charges for the Services (if applicable);

**“Age Restricted Services”** means any Services which are specified for use only by customers 18 or over;

**“Cancellation Fee”** means a fee charged if we end the Agreement due to your conduct or if you end your Agreement within the Minimum Term or a Renewal Term. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term (or a relevant Renewal Term), our administrative costs, our reasonable administration costs in porting your number, costs incurred by us in Connecting and Disconnecting the Services and our payments to operators, network providers, stores or agents;

**“Charges”** means charges for access to, and use of, the Mobile Services. These Charges may cover (without limitation) fixed periodic Charges, usage 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;

**“Connected”** means the successful completion of a Connection;

**“Connection”** means the process of giving you access to the Mobile Services. **“Connected”, “Connecting”,** and **“re-Connection”** have corresponding meanings;

**“Damage”** means any accidental, sudden and unforeseen damage to the Handset caused by external means which affects the operational functioning of the Handset;

**“Disconnection”** means the procedure by which you stop your access to the Mobile Services.

**“Disconnecting”** or **“Disconnect”** has the same meaning.

**“GSM Gateway”** means any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call;

**“Handset”** means a mobile handset or device which is authorised by us for Connection to the Network, which is used to access the Mobile Services;

**“Messaging Services”** means 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;

**“Minimum Term”** means the minimum period for the supply of Services as specified in your Agreement commencing on the date you are Connected (where no period is specified in the Agreement a minimum period of 12 months from the date you are Connected will apply if we provide you with a SIM card only or 24 months from the date you are Connected if we provide you with a Handset);

**“Mobile Network Operator”** means the mobile network operator providing network services to our Network Provider;

**“Mobile Services”** has the meaning specified in Paragraph 2 of this Service Schedule;

**“Network”** means the electronic communications system by which the Mobile Network Operator makes our Mobile Services available in the United Kingdom;

**“Network Provider”** means the network provider providing network services to us;

**“Premium Service”** means any Mobile Services which are charged at premium rates, such as international calling and international roaming, which you can only access with our approval;

**“Roaming”** means an optional Service which allows you to use your device on other operators’ Networks, usually in foreign countries;

**“Service Start Date”** means the date when we Connect you;

**“SIM”** means a card which contains your personal number and which is programmed to allow you to access the Mobile Services;

**“Suspension”** means the procedure by which we temporarily Disconnect your access to the Services. “Suspend” has a corresponding meaning.

**“Storage Services”** means any Services which offer you storage capacity on the Network for storage of content which you access from us; and

**“Third Party Content”** means the content owned or licensed by third parties.

## **2 Service Description**

2.1 The Mobile Services consist of the mobile services offered by us, including but not limited to call and data services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which we agree to provide to you.

## **3 When the Service Starts**

3.1 Our provision of Service will start on the Service Start Date.

## **4 Minimum Period**

4.1 The Mobile Services may have a Minimum Period which, if applicable, will be agreed with you when you sign up for our Mobile Service. Any Minimum Period will also be specified in your Confirmation Letter. It will start running from the Service Start Date.

4.2 If you terminate the Agreement or this Service Schedule (or we terminate the Agreement or this Service Schedule due to your breach of the Agreement) before the end of the Minimum Period or a further Renewal Term we may charge you a Cancellation Fee.

## **5 Provision of the Mobile Services**

5.1 The Mobile Services shall be personal to you and is non-transferable.

5.2 Once you are Connected, we will provide you with access to our Mobile Services. We may also open an Account for you (if not already opened) and 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 and subject to any applicable Charges).

- 5.3 The Mobile Services may include Premium Services and Age Restricted Services. The Age Restricted Services are provided on the basis that you are 18 or over and you will not show or send any content from the Age Restricted Services to anyone under 18. If you are under 18, you are not permitted to access our 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 Restrictive Services if you let anyone under 18 use your Handset.
- 5.4 International roaming will be available in those countries where our Network Provider or its Mobile Network Operator have international agreements from time to time. For further information, please refer to the mobile rate card on our Website at <https://www.xln.co.uk/resources/pdfs/legal/phone-and-broadband/mobile-pricing.pdf>

## 6 Limitation and Availability of Mobile Services

- 6.1 We will always try to make the Mobile Services Available to you. However, Mobile Services are only available within our coverage area (which comprises a video service area and a voice and picture area within the UK). Within this, there may be areas where you do not have access to all the Mobile Services or where coverage is otherwise limited or unavailable. For more information about coverage visit our Website or: <http://www.gamma.co.uk/products/mobile/mobile-checker>
- 6.2 The full Mobile Services are not available in all countries outside the UK and may be restricted to certain areas within those countries where access to the full Mobile Services is not possible.
- 6.3 Not all Handsets will be able to receive the Mobile Services. We only agree to provide the Mobile Services to Handsets of a make and type approved by us.
- 6.4 There may be situations where Mobile Services are not continuously available or the quality is affected and therefore we do not guarantee continuous fault-free service. For instance:
- (a) when we, our Network Provider or its Mobile Network Operator needs to perform planned or unplanned upgrading, maintenance or other work on the Network or Mobile Services;
  - (b) when you move outside our network service area, including whilst you are on a call (in this case calls may not be maintained);
  - (c) when you are in areas not covered by the Mobile Network Operator's Network (in these cases Mobile Services rely on other operator networks where we have no control); and
  - (d) because of other factors outside our control, including but not limited to, the features or functionality of your Handset, regulatory requirements, lack of capacity, interruptions to mobile services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.
- 6.5 In providing the Mobile Services, we may:
- (a) change or withdraw some or part of the Mobile Services from time to time, including but not limited to: changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content (you can terminate this Service Schedule Agreement under paragraph 19.1(c) only if this variation is likely to be of material detriment to you); and
  - (b) determine or change how Mobile Services are presented and delivered to your Handset or are otherwise made available to you at any time.
- 6.6 We may put limits on the use of certain Mobile Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.

## 7 Your Obligations in Using the Mobile Service

- 7.1 You shall only use the Mobile Services, the SIM and the relevant phone numbers allocated to you in accordance with this Service Schedule (and with the rest of the Agreement as applicable) and for your own use. This means that you must not resell or commercially exploit any of the Mobile Services or content. You shall also not allow anyone else to resell or commercially exploit any of the Mobile Services or content.

- 7.2 You must co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Mobile Services and your Account.
- 7.3 Your use of the Mobile Services must be in compliance with all relevant legislation, regulations and common law obligations. If you use Services from a country outside the United Kingdom, your use of the Services may also 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.
- 7.4 In using the Mobile Services, you shall:
- (a) keep all PIN numbers and passwords related to your Account and the Mobile Services, safe, secure and confidential. You must not share them with anyone else; and
  - (b) be responsible for the security of your Handset and ensure that it is kept secure (refer to the Handset manufacturer's user guide for details on how to keep your Handset secure).
- 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.
- 7.5 You shall not use the Mobile Services, the SIM and phone numbers allocated to you or allow anyone else to use the Mobile Services, the SIM or phone numbers allocated to you for illegal or improper use. 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 may 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 the Network, the networks or systems of others or other 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;
  - (g) to use or provide to others any directory or details about customers;
  - (h) to copy, store, modify, publish or distribute unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; and
  - (i) to copy, store, modify, publish or distribute anything that is obscene, immoral, offensive, abusive, defamatory, menacing, harassing, and threatening or is unlawful in any other way.
- 7.6 You also undertake and warrant to us that uploading, sending, transmitting, storing or otherwise using your content shall not place any person in breach of any criminal and civil obligation.
- 7.7 You shall report lost or stolen SIMs or improper or illegal use of SIMs to us immediately and you will be liable for all Charges until the point of proven notification to us.
- 7.8 You acknowledge that your usage of certain Mobile Services (e.g. roaming calls, data roaming and voice services on mobile broadband) and Additional Services may be expensive. The Charges are published in the Price and Tariff Guide. We cannot set usage limits for your Mobile Services or Charges.
- 7.9 You may not change tariff after providing notice to cancel or move your mobile number to another provider.
- 7.10 You must always cooperate 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 Handsets authorised by us for Connection to the Network and also comply with all relevant legislation relating to their use.

- 7.11 We may publish an Acceptable Use Policy which provides more detail about the rules for use of certain services in order to ensure that use of the Mobile Services is not excessive, to combat the fraud and where the Mobile Services we may introduce require certain rules to ensure they can be enjoyed by our customers. Our current Acceptable Use Policy is available at <https://www.xln.co.uk/resources/pdfs/legal/phone-and-broadband/acceptable-use-policy.pdf> 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 Services is causing problems for us, our Network Provider or its Mobile Network Operator, 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.
- 7.12 You shall not connect any GSM Gateway to the Network for Illegal purposes including the unlawful provision of electronic communication services (as defined in the Communications Act 2003) to a third party or which is not compliant with any relevant laws or with our Network Provider, or its Mobile Network Operator's commercial policy. You shall not use the Mobile Services for the purposes of voice-over-internet-protocol service or similar service, unless otherwise agreed in writing by us.

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

- 8.1 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 that is unlawful in any other way.
- 8.2 While we have no obligation to monitor the Messaging Services or Storage Services, if we are made aware of any issues with your use of these Mobile Services, (for example, if we are made aware that you are using Mobile Services in any of the way prohibited in paragraph 8.1 above) we reserve the right to remove or refuse to send or store content on your behalf.

## **9 Suspension of Mobile Services**

- 9.1 We may suspend the Mobile Services in full or in part, and for any period of time, and without further notice if:
- (a) you are in breach of this Agreement, including being in breach of any of your obligations in this paragraph 9;
  - (b) you have provided us with what we reasonably believe to be false or misleading information (e.g. false or misleading details about yourself);
  - (c) we advise you that your use of the Mobile Services is excessive and/or is causing problems for us, our Network Provider, its Mobile Network Operator or other users and you are continuing to use the Services excessively;
  - (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 to any of your obligations under paragraph 7;
  - (e) we believe your Handset or SIM has been lost or stolen;
  - (f) we receive a serious complaint against you which we believe to be genuine (for example, if you receive a complain that you are using the Mobile Services in any of the ways prohibited by paragraphs 5.3, 7.5 and 8.1 of this Service Schedule;
  - (g) we are required to suspend your Mobile Services by the emergency services or any lawful authority;
  - (h) we reasonably believe you have permitted your Handset to be unlocked in any unauthorised manner;

- (i) you have not paid Charges due under this Agreement or you have not paid any other charges due in respect of any other service or product provided by us or other members of the XLN group, or;
  - (j) you have reached any cap on out of bundle usage that you have requested we apply in respect of any part of the Mobile Service.
- 9.2 We may turn off your Messaging Services if they are inactive for an extended period of time. We will provide notification 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.
- 9.3 If we suspend any or all of your Mobile Services, you will still be able to make emergency calls (unless the Mobile Services have been suspended at the request of the emergency services).
- 9.4 If your Mobile Services are suspended, we may re-connect you at your request and there may be a re-connection Charge for this.
- 9.5 We shall have the right to restrict, suspend access to or terminate the Mobile Services or access to the Network or any third party's network if we know or reasonably suspect that any Handset or equipment is used by you or by any third parties in a way:
- (a) which adversely affects to a material extent the operation of the Network or provision of the Mobile Services or the provision of any services by us (or our suppliers) to any other person;
  - (b) which will or may adversely affect to a material extent the operation of the Network or any third party network or provision of the Mobile Services; or
  - (c) which is, or we suspect is, fraudulent, criminal, or where illegal activities are being carried out, or are likely to be carried out, via that Handset or equipment.
- 9.6 We may suspend the Services without prior notification in the case of suspected fraud or misuse.

## **10 Your Indemnity to Us**

- 10.1 You will fully indemnify and hold us harmless against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by us arising out of or in connection with any actual or potential claims or legal proceedings against us by a third party because of your use of the Mobile Services in breach of your obligations under this Service Schedule (or any parts of the Agreement). We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.
- 10.2 You shall indemnify us against all third party claims for infringement of copyright or other intellectual property rights which may arise in respect of your content.
- 10.3 We will also require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Mobile Services either by yourself or by someone you have knowingly allowed to use the Mobile Services we provide to you.

## **11 Charges**

- 11.1 We will charge you for using the Mobile Services covered by this Agreement. The Charges applicable to the Mobile Services will be the Charges that we confirm to you in our Confirmation Letter, that we describe in our General Terms and Conditions (or in any Specific Offer we agree to apply to you) and the Charges published in our Price and Tariff Guide available at <https://www.xln.co.uk/resources/pdfs/legal/phone-and-broadband/mobile-pricing.pdf>. You agree to pay and are responsible for paying the Charges for the Mobile Services or for any Equipment you purchase from us.
- 11.2 Charges for the Mobile Services (or for any Equipment you purchase) will be incorporated into your monthly XLN Telecom invoice.
- 11.3 Where we have agreed to provide the Mobile Services to you in a bundle with our Phone and/ or Broadband Services, if you transfer your Phone and/or Broadband Services to a different supplier we may, from the date of such transfer, automatically apply to you our then current separate Charges for any Services we keep providing to you.

- 11.4 We will charge a Cancellation Fee should you terminate the Agreement or this Service Schedule before the end of any Minimum Period or a Renewal Period applicable to your agreement for Mobile Services or if we terminate the Agreement or this Service Schedule during such period because you materially breach the Agreement.
- 11.5 For agreements for Mobile Services entered into on or after 1 October 2018, you may request that we apply a cap on out of bundle usage as follows:
- (a) we can apply separate monthly usage caps to:
    - (i) data usage within the UK and European Union; and
    - (ii) all other out of bundle usage;
  - (b) the individual monthly caps may be set in increments of £10;
  - (c) the aggregate of both monthly caps must not exceed £250;
  - (d) monthly usage caps will be set in respect of the period from the date of one invoice to the next; and
  - (e) once your out of bundle usage hits the relevant cap, the relevant part of the Mobile Service will be suspended until your next invoice date.

## 12 Call Charges

- 12.1 Call Charges will be based upon call and billing data recorded by us, the Network Provider and the Mobile Network Operator.
- 12.2 Unless otherwise stated on our Price and Tariff Guide or in any Specific Offer with inclusive minutes and texts, inclusive minute allowances specified in your call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute). Calls outside any inclusive call price plan will then be rounded up to the nearest whole penny. In addition, and notwithstanding the preceding sentence, there is a per call connection charge and the details of these call connection charges appear in our Price and Tariff Guide.
- 12.3 You acknowledge that roaming calls may take longer to be invoiced than other types of calls.
- 12.4 Calls types listed as free are limited to 30 minutes per call and thereafter calls will be charged at standard tariff rates available in our Price and Tariff Guide. You may disconnect and re-dial before 30 minutes have elapsed. Unless indicated otherwise, such free calls shall only apply to calls made within your Account.
- 12.5 Unused minutes, texts or data on tariffs with an inclusive allowance do not roll-over to the next month.
- 12.6 If a call price plan has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage charges are below the minimum monthly spend. The minimum monthly spend will also be considered a recurring charge (line rental) for the purposes of calculating Cancellation Fees.
- 12.7 If your tariff includes minutes to UK mobiles, this refers to calls to Vodafone, O2, EE (T-Mobile and Orange), Three and Virgin only. It does not include calls to Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks.
- 12.8 We may require you to provide us with a Deposit as a condition of providing or continuing to provide the Mobile Services.
- 12.9 We may hold this deposit until all sums due to us by you under this Agreement have been paid. We may off-set this Deposit (or any other of your monies which we may hold) at any time against any unpaid invoice under this Agreement. This right of off-set is without prejudice to any other remedy we may have under this Agreement and an action for debt recovery may still occur notwithstanding we are holding any Deposit.
- 12.10 Subject to paragraph 12.9, we will refund any deposit on request on termination of this Agreement.
- 12.11 No interest is payable on any deposit held by us.

### **13 SIM Cards**

- 13.1 We, our Network Provider or its Mobile Network Operator owns each SIM and each SIM remains their (or our) property at all times. You are being allowed to use the SIM by us on a limited licence to enable you to access the Mobile Services, always in accordance with the terms of this Agreement. We or they may recall any SIM at any time, including for upgrades, modifications, misuse or when the Mobile Services terminate. You can only use the SIM to obtain the Mobile Services.
- 13.2 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 at any time. There may be a Charge for any replacement SIM, unless, it is defective through faulty design or workmanship.
- 13.3 Each SIM may only be used in Handsets which are enabled for Mobile Services and are authorised by us for Connection to the Network. You shall not misuse any SIM. Any attempt to use the SIM in other Handsets shall constitute misuse, may result in serious Damage to the Handset and may prevent you from being able to use it, including the making of emergency calls. We, our Network Provider or its Mobile Network Operator are not responsible for any liability for loss or damage which may be caused by misuse of any SIM. It is your responsibility to ensure that SIMs are only used to access the Mobile Services as permitted in this Agreement.

### **14 Handsets**

- 14.1 Save for this paragraph 14, this Service Schedule does not cover the supply of any Equipment, including any Handset. The manufacturers of Handsets are not connected to us. If we supply a Handset, any terms relating to the Handset will be given to you separately.
- 14.2 Handsets which can be used to access the Mobile Services may be locked to the Network. The software in the Handset and all intellectual property rights in that software are owned by the Handset manufacturer and you are being allowed to use the software on a limited licence from the Handset manufacturer.
- 14.3 During the term of this Service Schedule for the supply of the Mobile Services, you must not permit your Handset to be unlocked in any unauthorised manner (including by anyone other than us or the Handset manufacturer). You must contact us if you want your Handset to be unlocked from the Mobile Network Operator's Network. If you contact us to request that your Handset be unlocked from the Mobile Network Operator's Network, we will arrange for your Handset to be unlocked in an authorised manner (which may include replacing your Handset with an unlocked Handset, which is the same or similar specification to your Handset) and you must pay an unlocking administration charge. In addition, you must ensure that there are no outstanding amounts owing on your Account. Prior to us arranging for your Handset to be unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Handset which you may require, as this may be lost during the Handset unlocking process. We are not responsible for any information or any other data which may be lost during the Handset unlocking process. This paragraph 14.3, will not apply to you if you have purchased your SIM on a SIM-only basis.
- 14.4 We may provide Handsets under this Service Schedule. Any such Handsets will be provided on condition of full payment for Handset or your compliance with a payment plan. This payment plan will usually consist of twenty four monthly payments and a Deposit. Title in Handsets shall not pass to you until payment has been made in full to us. The Deposit and payments will be Charges under this Agreement. This payment plan requires that you enter into this Agreement for at least 24 months. Further terms and conditions may apply to a Handset provided under this paragraph and these will be provided to you with the Handset. Your use of the Handset shall constitute acceptance of those further terms and conditions.
- 14.5 The Handset shall be used by you or any other person for the Mobile Services only and any other use may constitute misuse and a breach of this Service Schedule (or the Agreement as applicable).
- 14.6 2G only Handsets are not supported on the Network.

### **15 Personal Data**

You acknowledge that we may process information (including personal data) about you, obtained from you and/or other sources (such as credit reference agencies), in order to provide the Services or as otherwise set out in the privacy policy available at <https://www.xln.co.uk/privacy-policy>, as amended from time to time by us (the "Privacy Policy"). You confirm that you have read and understood the Privacy Policy.

## 16 Intellectual Property Rights

Any patents, design rights, know-how, copyrights, trademarks, the right to use software and all other similar intellectual property proprietary rights (whether registered or unregistered) worldwide (the “Intellectual Property Rights”) relating to the Mobile Services and their content belong to us, our Network Provider, its Mobile Network Operator or our licensed source (such as a content provider). We and they reserve all our and their rights.

## 17 Limitation of Liability

- 17.1 All of our obligations relating to the Mobile Services are set out in the Agreement. If you wish to make any variations to this Agreement or rely on any other term, you must obtain our prior agreement to the variation or term in writing.
- 17.2 Our Network Provider or its Mobile Network Operator will not be liable:
- (a) for any loss you may incur as a result of someone using your PIN numbers or passwords with or without your knowledge; or
  - (b) if we or they cannot carry out our duties or provide the Mobile Services because of something beyond our control.
- 17.3 Except as set out in paragraph 17.4:
- (a) all terms, conditions and warranties relating to Mobile Services are excluded unless they are contained in the Agreement or cannot be lawfully excluded;
  - (b) our, our Network Provider’s and its Mobile Network Operator(s) entire liability to you for something we do or we do not do will be limited to £3,000 for one claim or a series of related claims; and
  - (c) we, our Network Provider or its Mobile Network Operator 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 and the Mobile Network Operator are not liable for any loss or damage that was not foreseeable when you entered into the Agreement.
- 17.4 Nothing in this Agreement removes or limits each party’s liability with respect to fraud, death or personal injury caused by negligence or for any liability that cannot be limited or excluded by applicable law.
- 17.5 If you are a consumer, the terms of this Agreement will not affect any statutory rights that you have and 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.
- 17.6 We will try to ensure the accuracy, quality and timely delivery of the Mobile Services. However:
- (a) we, our Network Provider, or its Mobile Network Operator accept no responsibility for any use of or reliance on Mobile Services or their content or for any disruptions to or any failures or delays in Mobile Services (this includes, without limitation, any alert services or virus detection services);
  - (b) subject to paragraph 17.4, we 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;
  - (c) we, our Network Provider, or its Mobile Network Operator are not providing you with advice of any kind (including without limitation investment or medical advice), where the services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements; and
  - (d) you represent and warrant that you have full contractual capacity to agree to the Agreement.

## **18 Content**

- 18.1 You may be able to use the Mobile Services to:
- (a) upload, download, email or transmit content; and
  - (b) access content which is branded or provided by others and to acquire goods and services from others.
- 18.2 However, where we provide you with such access, our role is limited to transmitting the content to you or from you and we do not prepare or exercise control over the content, goods or services. We, our Network Provider or its Mobile Network Operator are not responsible or liable in any way for and do not endorse any of this content, goods or services.
- 18.3 You grant us, our Network Provider or its Mobile Network Operator, a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Mobile Services.
- 18.4 This paragraph 18 will apply even after this Agreement has ended.

## **19 Termination of this Agreement**

- 19.1 You may terminate the Mobile Services in the following ways:
- (a) you can end your Mobile Services during your Minimum Term (or any relevant Renewal Term) by giving notice to us at least 30 days before the date you want to terminate the Mobile Services, however, you must pay us all the Charges you owe plus any Cancellation Fee;
  - (b) outside the Minimum Term (or any relevant Renewal Term), if a Minimum Term (or a Renewal Term) does not apply to you or if you want to end the Mobile Services at the end of your Minimum Term (or Renewal Term), by giving notice to us at least 30 days before the date you want to end the Mobile Services; or
  - (c) within one month of us telling you about a variation to the Mobile Services which is likely to be of detriment to you by giving us written notice that you want to terminate the Mobile Services within that month and the Mobile Services will finish at the end of the month.
- 19.2 We may terminate the Mobile Services:
- (a) by giving you at least 30 days' notice if your Agreement does not have a Minimum Term (or Renewal Term) or the Minimum Term (or relevant Renewal Term) has expired; or
  - (b) immediately (and you have to pay all the Charges you owe up until Disconnection) in the following situations:
    - (i) if we have the right to suspend your Mobile Services 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 Mobile Services, are jeopardising the operation of our, our Network Provider's, or its Mobile Network Operator's Network, or are of an unacceptable nature;
    - (iii) 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;
    - (iv) in the event of your bankruptcy, insolvency or death; or
    - (v) if we also provide you Phone and/or the Broadband Services and you transfer either or both of these to a different supplier.
- 19.3 Once you are Connected, you can only terminate the Mobile Services in the ways set out in this paragraph 19.

19.4 If you are a consumer, the terms of this Service Schedule will not affect any of your statutory rights which you have, which cannot be excluded by this Service Schedule. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

## **20 Post Termination**

20.1 Upon termination of this Service Schedule:

(a) the registration to our Mobile Services or those of third parties provided in the course of and/or for the purposes of the Mobile Services will cease at such time as the provision of the Mobile Services ends; and

(b) we will close your Account and will Disconnect you and you will not be able to use the Mobile Services or make emergency calls.

20.2 You must immediately pay all Charges you owe up to the date the Mobile Services end. If we terminate the Agreement due to your conduct (i.e. your breach of this Agreement), or if you terminate this Agreement, within the Minimum Term (or the relevant Renewal Term), the Charges will include a Cancellation Fee.

## **21 General Provisions**

21.1 This Agreement is entered into for the benefit of us, our Network Provider and its Mobile Network Operator.

21.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is intended that our Network Provider and its Mobile Network Operator will have the right to enforce any rights conferred on it under this Mobile Service Schedule (and the rest of the Agreement as applicable), and to that extent our Network Provider and its Mobile Network Operator will have the same rights against you as would be available if they were a party to this Mobile Service Schedule (or to the rest of the Agreement as applicable). The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

21.3 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 the Mobile Services.

21.4 You confirm that you have full contractual capacity to agree to this Mobile Service (and the rest of the Agreement).

21.5 Notwithstanding Clause 32.8 of the General Terms and Conditions, if you live in Scotland the Mobile Services will be governed by Scottish law and jurisdiction.