

Your Pay Monthly Mobile Agreement

This Agreement sets out both of our rights and responsibilities. It is for consumer customers who take Pay Monthly mobile services from us for their own personal use and/or business use.

A Quick Summary

HERE IS A SUMMARY OF SOME IMPORTANT TERMS AND CONDITIONS OF YOUR AGREEMENT

The full terms of your Agreement are below. You can also check our Website or ask customer services to send you a copy. It's important that you read and understand the full terms before you sign up.

1. Charges/Price fluctuations - Each year your Monthly Subscription Charges may be subject to an annual adjustment. You must pre-pay the Charges for the Services you subscribe to and pay on time for any out of bundle usage. We may charge fees if you're late in paying. You must pay by direct debit. We will ask you to pay a deposit before we'll let you use the Services. Your inclusive allowances cover mainland calls, texts and data. Special numbers and services (such as premium rate numbers and 08 numbers) are not included. Please see our Tariff Terms and Website for more details about specific tariffs and Charges outside your allowances. We may increase our other prices from time to time.

2. Your Minimum Period - Your Pay Monthly Mobile Contract Agreement has a minimum term called a Minimum Period usually 12 months. After that Minimum Period, you can end the Agreement by giving us 30 days' Notice and you will have to pay Charges during this notice period. Unless specified otherwise (such as in your Tariff Terms), if you want to end the Agreement before the Minimum Period or we end this Agreement as a result of your material breach, then you will have to pay a fee of no more than your Monthly Subscription Charges multiplied by the number of months left in your Minimum Period plus any out of bundle spend.

3. The Services and Equipment we supply and what you can expect of us - Our Services aren't available everywhere in our Europe Zone. The Services are not fault free and speed and quality, for example, can be affected by things like the thickness of the walls of the building you're in, atmospheric conditions, technical issues with the Network and the number of people near you trying to access the Services at the same time. We will manage the Network in various ways. We use reasonable skill and care in providing you with the Services and will attempt to re-perform disrupted Services when possible. Details are in paragraph 2 of the Agreement.

4. What we expect of you - We may end the Agreement if: you don't pay any Charges that are due, or you become insolvent or make arrangements with your creditors. We can also end the Agreement if we reasonably believe the Service is being used: fraudulently, illegally, in a way that harms our Network, contrary to our Fair Use Policy, or to cause annoyance (among other things).

Your Pay Monthly Mobile Agreement in Full

Your Pay Monthly Mobile Agreement with us will be referred to as (this "Agreement") and some general legal terms and conditions that apply which we call them "General Terms";

The latest "Tariff Terms" covering the types of calls you can make, messages you can send and data you can use, and our "Fair Use Policy" that explains your usage obligations, how to avoid breaching these obligations and what will happen if you don't comply.

1.0 Services Agreement

1.1 These are the terms and conditions on which we supply services to you. Additional Services (including services relating to goods), offers and promotions may have additional terms and conditions including under Related Agreements.

2.0 The Services we supply and what you can expect of us

2.1 The Service isn't available everywhere in our Europe Zone. It isn't available in all other countries. It may be restricted to certain areas of those countries where it is available. Not all Equipment will be able to receive the Service. We may not provide the Service to Equipment that is not able to receive the Service or is not approved by us. Some Equipment facilities may be available at a later date and additional charges may apply.

2.2 The Service isn't fault-free; a range of different geographic, atmospheric or other conditions or circumstances beyond our control can impair it. For instance, coverage is affected by things like the thickness or material of the walls of the building you're in. It might also depend on how many people near you are trying to use the Service at the same time. You're entitled to the quality of service generally given by a competent mobile telecommunications service provider, using its reasonable skill and care. We will attempt to re-perform disrupted Services when possible. We may direct and manage traffic on our Network as is required to deliver this quality of service, including in some circumstances directing traffic onto different components of our Network such as 3G, 4G and WIFI. You can disable WIFI in the settings on your Mobile Phone or possibly other Equipment if you do not wish to use that part of our Network. We may also carry out upgrades, repairs and maintenance works to our Network from time to time. Sometimes technical issues, impaired quality of service or outages on our Network can occur. If something goes wrong, we'll try to fix it quickly.

2.3 We'll allocate you a number for use of your Mobile Phone or certain other Equipment on the Network. The number does not belong to you and may be transferred to another service provider only in certain circumstances.

2.4 We may record or monitor some calls, emails and any other communications between you and us (including those for example on social media) for training and quality control and our lawful business purposes. Our third-party agents may do the same.

2.5 Unless otherwise stated, you will be charged for incoming calls if you're using your Equipment abroad (excluding our Europe Zone) (including the cost of receiving voicemail messages). If you use Services abroad (excluding our Europe Zone), it will usually take longer to be billed. It's best to check the cost of using your Equipment abroad (excluding our Europe Zone) before you travel. Accidental roaming might occur if you are in an area close to national borders because your Equipment picks up a network across the border. If this happens, you may be charged as though you were roaming on an international network. You can prevent this if you are near a national border by setting your Mobile Phone or other Equipment (as applicable) to do a manual network selection and select your network provider.

2.6 The Service enables access to Content which may be chargeable. You may use Content only in a way that doesn't infringe the Rights of others (we call this "Approved Use"). You must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than for an Approved Use.

2.7 We may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time.

3.0 How long this Agreement lasts

3.1 This Agreement starts when you make your first payment.

3.2 At the end of any Minimum Period this Agreement will continue until it's ended by you or us in line with paragraph 8.2 below. This Agreement may end before the end of any Minimum Period if you or we end it in line with terms above.

3.3 If you upgrade with us or one of our partners you agree that a new agreement and (if relevant) a new Minimum Period will apply.

4.0 Things we may have to do

4.1 Occasionally we may have to:

(a) Change your Mobile Phone number, or any other name, code or number, or the SIM Card associated with the Service. This might be if we're asked to do so by a government or regulatory body or if we reasonably believe that the change will make your use of the Service better. We'll give you reasonable notice before we make this type of change;

(b) Temporarily suspend the Service (or any part of it) including (but not limited to) for operational reasons, non-payment issues, in an emergency, or for reasons of security. This might be if we're asked to do so by a government or regulatory body; or

(c) Bar access to certain numbers or Equipment from the Service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Equipment and/or the Service.

4.2 We may migrate your account from one billing platform to another. If we do, and the migration will affect your service in any way, we'll give you notice. If you are migrated, your billing date may change.

5.0 Charges for our Services

5.1 We may also increase or decrease our Out-of-Bundle Charges from time to time. If we increase our Out-of-Bundle Charges, we'll give you Notice at least 30 days before the Out-of-Bundle Charges are due to go up.

5.2 We can't set usage limits on your account. We'll try to monitor usage of the Service through your account to control our credit risk and your exposure to fraudulent usage or unintended Charges caused by your usage, but we can't guarantee this, and we are not responsible or liable for any such fraudulent usage. If we see usage on your account that causes us concern, we might restrict use of the Service on your SIM Card and/or bar your SIM Card. You'll need to contact us before you can use any of the chargeable aspects of the Service again. You may also have to make an interim payment before the Service can be restored.

5.3 If we see an unusual pattern of payments or behaviour on your account that causes us concern and/or in order to comply with our anti-money laundering obligations, we might restrict use of the Service on your SIM Card and/or your ability to make payments. You'll need to contact us before you can continue to use our Services or make payments as normal.

5.4 You should keep your SIM Card safe even if you're not using it. You're liable for all Charges incurred under this Agreement whether by you or anyone else using your SIM Card (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.

5.5 We require you to pay your Charges by direct debit unless we tell you otherwise. An additional Charge may apply if you don't pay by direct debit. If you are paying by credit or debit card you authorise the payment card company to give us and, on a strictly confidential basis, to our sub-contractors and/or agents, details about your payment card account if it's necessary in connection with the Agreement. You also authorise them to let us know if your payment account is terminated or suspended at any time.

5.6 There is an additional Charge to have your bills in paper format, usually £5 per month.

5.7 Unless we say otherwise, Charges which are normally monthly but are being measured for periods of less than a month will be calculated on a pro rata basis. Your initial payment will be a pro rata payment of between 4-8 weeks.

5.8 There are minimum call Charges; see our Tariff Terms and Website for details of these and other Charges.

6.0 What we expect of you

6.1 You must use the Equipment, SIM Card(s) and the Service in the way described in any User Guides, or other instructions issued by us and in a responsible manner. You must use suitable Equipment or equipment for the Services you're trying to use. If you are a parent or guardian, you are responsible for the use of the Equipment and the Service by a child or young person in your care.

6.2 You agree:

(a) To give us any information you provide us or we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date;

(b) To take adequate steps to avoid damage to the SIM Card or unauthorised use or theft of the SIM Card;

(c) That the SIM Card will at all times remain our property and you are not entitled to resell or distribute the SIM Card or the Service to anyone else;

(d) That we sometimes may need to send security information to your SIM Card by text message (like checking you are who you say you are when you sign up online for one of our or a third party's Additional Services) or to allow access to some security features directly from your Mobile Phone/Equipment (like changing the Personal Identification Number (PIN) to access your voicemail remotely) and that you need to make sure that nobody else can use your SIM Card to access this kind of security information;

(e) To tell customer service as soon as possible by telephone or through the 'Contact Us' section of our Website if the SIM Card or your Equipment is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner; and

(f) To cooperate with us in our reasonable security checks.

6.3 You must not use or permit anyone else to use the Service:

(a) Fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;

(b) To make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful;

(c) To cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;

(d) To generate Artificially Inflated Traffic or in a way which may harm our Network and/or affect the experience of other customers; or

(e) To send automated unsolicited communications (including SMS spam).

6.4 You must not establish, install or use a Gateway Device or SIM Box without our prior written consent (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls, using large volumes of data or sending large

volumes of texts). We can withhold our consent for this activity at our absolute discretion.

6.5 You agree that you are taking the SIM Card(s), Equipment and the Service solely for your own personal use and you are not allowed to resell our Services without our express permission.

7.0 When we might bar or disconnect your SIM Card

7.1 We can, at our discretion and without notice, bar your SIM Card from making calls (other than to the emergency services), sending messages or accessing data and/or disconnect it from the Network:

(a) If you do not comply with your obligations under paragraph 6 or any of the events set out in later in these terms occur;

(b) If the SIM Card is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your SIM Card;

(c) If you are abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or

(d) If you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect our Network or reputation.

7.2 You may have to pay an unbarring charge and, if relevant, a reconnection charge if the Service is temporarily barred and/or your SIM Card is disconnected from the Network for the reasons stated above. As a condition of unbarring or reconnecting your Service we may require that you set up a direct debit authority for the payment of any future Charges.

7.3 If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended under paragraph 8.

8.0 Ending the Agreement

8.1 As well as any other rights we have, we can end the Agreement and/or a Related Agreement at any time, with immediate effect if:

(a) You don't pay Charges when they are due. This includes any deposit we've asked for;

(b) You break this Agreement and/or a Related Agreement in any other material way and you don't correct the situation within 5 days of us asking you to;

(c) We reasonably believe that the Service is being used in a way forbidden by paragraph 6, even if you don't know that the Service is being used in such a way;

(d) You're in breach of earlier paragraphs or you persistently behave in a way that would allow us to bar your SIM Card in accordance with terms of this Agreement;

(e) We reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;

(f) You are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or

(g) You refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.

8.2 This Agreement can be ended by either you or by us giving at least 30 days' Notice (in line with paragraph 19). Unless your statutory rights

allow otherwise, you must pay us any outstanding Charges, including the Charges for this notice period.

8.3 Unless otherwise specified, if you end this Agreement during any Minimum Period or we end this Agreement under paragraph 8.1(a)-(e) and (g), you must pay us a fee of no more than each of the Monthly Subscription Charges up to the end of the Minimum Period. If you pay us the fee of no more than each of the Monthly Subscription Charges up to the end of that Minimum Period in a single payment, we may reduce the amount due by a rate determined by us. This doesn't apply if you end the Agreement for the one of reasons in paragraph 8.4 below.

8.4 You can end this Agreement by giving us: Notice (in line with paragraph 19) if:

(a) We break a material term of this Agreement which completely restricts our ability to provide you with the Service and we don't correct it within 7 days of receiving your complaint;

(b) We go into liquidation or a receiver or administrator is appointed over our assets;

9.0 Is there anything else?

9.1 If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.

9.2 If you want to complain about our Service, contact customer services (details are on your bill or on the "Contact Us" section of the Website, Please include your Mobile Phone number if you write to us. If we don't resolve your complaint you can contact the Ombudsman Services: Communications. You can find their details at <http://www.ombudsman-services.org/communications>. They offer a free, independent service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. The European Online Dispute Resolution site ec.europa.eu/consumers/odr/ allows consumers to submit disputes relating to online purchases with us. You can check our Website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions. We are here to help. If something goes wrong, we want to put it right.

9.3 If you tell us that your Equipment has been lost or stolen, we have the right to prevent it and/or your SIM Card from being used on the Network. We may also tell other network operators the Equipment identity. They may choose to prevent the Equipment from being used on their networks too.

9.4 Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.

9.5 Third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.

9.6 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to.

10.0 The Definitions

In this Agreement (including these General Terms):

"Additional Services" - means extra services (i.e. not the Services you pay for as part of your Monthly Subscription Charges or your Out-of-Bundle Charges) that you may use or choose to take from us and/or third parties, which may or may not be covered by a Related Agreement, including but not limited to, Bolt Ons, roaming and international services, payment services, WIFI services, premium rate services, non-

standard and special numbers, non-geographic numbers, directory enquiry services, provision of Content and mobile applications;

"Additional Services Charges" - means charges for Additional Services;

"Agreement" - means this agreement (which includes the Services Agreement, the Equipment Agreement (if relevant), the General Terms, our Tariff Terms, our Privacy Policy and any other relevant terms specified on our Website). It also includes the details of your application for our Service;

"Approved Use" - means use of Content in a way that doesn't infringe the Rights of others;

"Artificially Inflated Traffic" - means calls, data or texts that result in patterns that are disproportionate to the overall type, amount, duration and/or extent of calls, data or texts which would be expected from good faith usage of our Network or Services;

"Charges" - means all the charges associated with Service(s) described in this Agreement, Related Agreements, our Tariff Terms, on our Website and in any marketing material, including Monthly Subscription Charges, Out-of-Bundle Charges, Additional Services Charges and charges under a Device Plan;

"Communications" - means calls, texts, data and other communications;

"Content" - means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time. Content may be chargeable;

"Financial Associate" - means someone financially linked to you (for instance, a spouse, partner or family member);

"Gateway Device/SIM Box" - means a device(s) containing one or more SIM Cards for one or more mobile networks and which enable(s) communications to mobile networks, landlines or to generate SMS texts;

"Insurance Providers" - means the underwriters and administrators of any insurance policy you take from us;

"Minimum Period" - means the minimum period for the Service selected by you and on which your Charges are based. This runs from the day on which you make payment for the Service (or from the day on which you take an upgrade) and may be 30 days, 12, 18 or 24 months depending on the tariff that you sign up for;

"Mobile Phone" - means a cellular telephone or other device that you put a SIM Card into to receive the Services;

"Monthly Subscription Charges" - means the fixed amount you pay on a monthly basis for the Services (i.e. the standard calls, texts and data in our Europe Zone included in your tariff provided that if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK);

"Network" - means the mobile telecommunication system and WIFI network;

"Out-of-Bundle Charges" - means Charges you will incur for our Services when you exceed the inclusive allowances you pay for as part of your Monthly Subscription Charges (i.e. standard calls, texts and data in our Europe Zone in excess of your inclusive tariff allowance provided that if you're on a data-only (Mobile Broadband) tariff, data can only be used in the UK) and not including Additional Services;

"Related Agreement(s)" - means other terms and conditions which you separately agree to, under which we or our group companies agree to provide you with good(s) or service(s);

"Rights" - means copyright, trademark and other relevant proprietary and intellectual property rights relating to Content;

"Service(s)" - means any service that we provide to you under this Agreement. It may include any or all (as the case may be) of the following services: airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services we agree to provide to you;

"Shared Tariff" - means a tariff which has an inclusive allowance which can be shared across multiple SIM Cards and/or items of Equipment;

"SIM Card" - means the subscriber identification module card that you'll need to be able to use the Service;

"SIM Only Tariff" - means a tariff where we don't supply Equipment when you subscribe to the Service;

"User Guide" - means any guide(s) or documentation supplied with your Equipment either by us or by your Equipment's manufacturer that explains how to use the Service with your Equipment;

"Website" - means our website at neatley.co.uk;

"You" - means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority.