

# Mobile Phone Terms and Conditions

## Ref TCW -1 month - 12 months - 24 months

This Agreement ("Agreement") is between The SIM Warehouse and the Customer. The parties agree as follows:

### Services

Subject to the terms and conditions of this Agreement, The SIM Warehouse will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. The SIM Warehouse shall take all due care in the provision and maintenance of the service to provide quality and reliability. As there are no Service Level Agreements (SLA's) that apply - and therefore no associated Service Level Guarantees (SLGs) - in the event of any failure or malfunction within our networks, The SIM Warehouse shall correct any failure or malfunction as soon as is reasonably practical.

### Term

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until The SIM Warehouse receives and accepts a completed Order (either verbally or via other durable means). from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges.

The SIM Warehouse reserves the right to reject any submitted Order for any or no reason prior to acceptance by The SIM Warehouse. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically enter a 30- day rolling contract. Rates after this point may vary. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

### Fees And Payments

All fees for Services rendered or provided to the Customer shall be in accordance with The SIM Warehouse's price list then in effect. A price list setting forth The SIM Warehouse's current rates for Services is available upon request. The SIM Warehouse may, at any time, amend the Services and/or the rates and fees it charges for the Services.

In the event that The SIM Warehouse is unable to take a Card Payment or Direct Debit from the user's authorised account then the user will be informed by email and will be prompted to make a payment via alternative means in order for their services to continue. Unpaid items will be marked as expired and the user prompted to re establish their Direct Debit or Card Payment collected for any outstanding payments.

In the event that any amount due to The SIM Warehouse remains unpaid, The SIM Warehouse, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend services by applying the following restrictions, Both Way Bar, GPRS Bar and Handset Bar.

The customer will pay for all calls made from their account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use. Customers who have 5 SIM cards or more will be required to pass a credit check and pay 1 month deposit for each of the cards value held on the account. This will be taken at the activation stage. The SIM Warehouse may use a third party debt collection company to collect any outstanding debts on the account.

### No Warranty

The Customer agrees to use all The SIM Warehouse Services and facilities, and any information obtained through or from The SIM Warehouse, at Customer's own risk. Customer acknowledges and understands that neither The SIM Warehouse, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service, merchandise or hardware contained in or provided through the Service, unless otherwise expressly stated in this Agreement The SIM Warehouse specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

### Limited Liability

Under no circumstances, including negligence, shall The SIM Warehouse, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorised access to The SIM Warehouse's records, programs or services.

The SIM Warehouse further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

### Indemnification

The Customer shall defend, indemnify, save and hold The SIM Warehouse harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable legal fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against The SIM Warehouse, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

### Termination

This Agreement may be terminated by The SIM Warehouse at any time if, in the sole judgment of The SIM Warehouse, The Customer breaches any material provision of this Agreement or in the event of non-payment by the Customer or if the Customer is in violation of any terms or conditions as set out by The SIM Warehouse.

### Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to The SIM Warehouse shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party.

### Miscellaneous

This Agreement sets forth the entire agreement between The SIM Warehouse and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and

effect. The Customer may not transfer or assign this Agreement without The SIM Warehouse' prior written consent. This Agreement shall be governed by the laws of England where your principal address is located in England, Wales or Northern Ireland and by Scottish law where your principal address is in Scotland and is dependent on the current laws in these countries at the time. The Customer is deemed to have agreed to this Agreement, when commencing use of any of The SIM Warehouse's services. As standard The SIM Warehouse apply additional barring for likes of Adult Premium, Premium Bar, Adult & Premium Text Bars, please contact us if you wish to discuss removing these restrictions.

## Early Termination Fees

For customers on 12 & 24 month contracts. If you cancel any services once they have transferred to The SIM Warehouse, Early Termination Fees may apply. The termination fee will be calculated based on the standard fixed monthly charge agreed to, and the months remaining on the fixed term contract. For example, if the standard fixed monthly charge is £18.00 per month with 10 months remaining on the contract, the termination fee will be £180.00. Early termination fees can be collected on the date, or any date after services leave or are ceased by The SIM Warehouse. The SIM Warehouse reserves the right to pass any outstanding debts onto third party debt collection agencies at their discretion. A £30 disconnection, cease or porting away fee is also applicable. Annual price rise - Out of bundle charges will increase each January by 10%.

## General

Any services used that are not included in your monthly subscription will be added to your monthly invoice for payment. All usage is subject to our general terms and conditions. For customers who require a change of tariff within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing. A charge of £30 applies to tariff changes, exceptions may apply.

## Promotional Offers

We reserve the right to remove any promotional offers at any time. All promotional offers and competitions are subject to their own terms and conditions.

## Referral Promotion

You must be an existing customer of The SIM Warehouse with an active SIM card that has been live for at least one one billing month. To refer an eligible candidate, simply email [hello@thesimwarehouse.co.uk](mailto:hello@thesimwarehouse.co.uk) to request your personalised referral code. Once received, this can be entered into the order comments box when the new order is being placed by the referred friend/family member. You must have no outstanding payments overdue. You may refer friends or family who are UK residents, aged 18 or over and not already a customer of The SIM Warehouse. You must not be an employee of The SIM Warehouse to use this promotion. Any referrals that we believe (in our sole discretion) to have been submitted or accepted in an unsportsmanlike manner or made fraudulently will be disqualified. Any rewards given in this instance will be withdrawn and no correspondence will be entered into.

## Mobile Misuse

Our mobile carriers O2 & Vodafone reserves the right to suspend or terminate connections where it identifies usage which it believes is: • Outside normal commercial practice, made via automated means e.g. SIM Gateway, damages or impairs our network or fraudulent, abusive, illegal or a nuisance.

All of these activities would fall outside of the Fair Usage policy, and such will not be supported by the Mobile Bill Limit Regulation (mobile spend cap). Please see the Mobile Bill Limits and Spend Caps documentation on our website for further information.

## • Additional O2 Terms

- The O2 tariffs are available for any new and re-signing customers (includes ports and migrations)
- For customers who require a change of tariff within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing.
- Inclusive minutes can be used to call UK landlines starting 01, 02 and 03, and UK mobiles starting 07, subject to fair usage of 10,000 • Calls within EU and to UK Landline 01,02,03 numbers as well as on network and cross network mobiles come out of the tariff minute allowance
- Texts with EU and to UK mobiles both on-net and cross network come out of the tariff text allowance

## Global Roamer

- All tariffs are opted into Global Roamer by default
- When utilising Global Roamer you can call back to the UK and call within the same country as you are currently in without incurring out of bundle charges. This covers data usage, SMS and calls in-country and / or back to the UK
- If customers use their mobile in the Europe Zone for more than 50% of the time in any 3-month rolling period, they will receive a notification requesting more moderate use of our roaming services

- If customers usage in the Europe Zone continues to exceed 50% as described above, over the 2-week period following the first notification, customers will either be charged for use or be barred from using our roaming service

- For unlimited tariffs with a monthly data allowance greater than 35GB, Global Roamer data usage is capped at 35GB per month. Data usage above the 35GB threshold is chargeable at £3.29 Ex VAT per 1GB until their monthly allowance renews.

### Fair Usage Policy - Unlimited Data - UK usage

- If a number regularly uses 650GB of data per month or tethers 12 or more devices, we may consider this to be non-permitted use and have the right to move the number to a more suitable plan and/or charge for the excess data usage

- UK to EU Minutes and text policy of 2000 mins and 2000 texts and then standard charges apply.

- For plans with Unlimited data, EU Data Roaming will be capped at 25GB per month. Once customers reach this, they can still use data in our Europe Zone and will be charged at £3.29 Ex VAT per 1GB until their monthly allowance renews.

### Additional Vodafone Terms

- The Vodafone tariffs are available for any new and re-signing customers (includes ports and migrations) unless otherwise stated.

- For customers who require a tariff change within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing

- Inclusive minutes can be used to call UK landlines starting 01, 02 and 03, and standard UK mobiles starting 07

- Inclusive minutes do not include calls to Jersey, Guernsey and Isle of Man, are chargeable

- Inclusive texts can be used to send a text in the UK to a UK mobile. Inclusive data is 4G in the UK (5G where enabled) and can be used in the UK •

Calls made through voicemail using the caller return feature are not included in the customer's allowance

- WiFi Calling is available at no extra charge

- Unlimited Data fair usage policy: Usage must not exceed 500GB per month twice or more in a 6-month period

- UK Out of Bundle data is charged at £12.77 per GB

- Roaming Out of Bundle Data will be charged at £3.00 per MB for the first 5MB, £15 per 5MB therefore

### Fair Use Policy

- Inclusive roaming services in Europe Zone are intended for use during periodic travel and not for customers roaming across foreign networks on a semi permanent or permanent basis

- If customers use their mobile in the Europe Zone for more than 50% of the time in any 3-month rolling period, they will receive a notification requesting more moderate use of our roaming services

- If customers' usage in the Europe Zone continues to exceed 50% as described above, over the 2-week period following the first notification, customers will either be charged for use or be barred from using our roaming services

- Unlimited tariffs will be monitored for fair usage policy, 650GB will apply to domestic data traffic. Customers will not be charged for any UK data coverage and won't be data throttled on Unlimited Plans. However, customers who regularly exceed 650GB of domestic usage or regularly tether to more than 12 devices in line with our fair usage policy will be investigated. This will help us protect the experience for all our customers.

- For plans with Unlimited data, Data Roaming in the Europe Zones and the Business Traveller zones will be capped at 25GB per month. Once customers reach this, they can still use data in our Europe Zone.

## Dispute Resolution & Contact Information

In the event of a dispute between The SIM Warehouse and the Customer, the Customer in the first instance should contact The SIM Warehouse directly. Full company details are shown below. In the unlikely event that a complaint cannot be settled locally, our Code of Practice (available on our website) contains an easily accessible dispute resolution scheme for the purpose of bringing such a complaint to a satisfactory conclusion.

The SIM Warehouse Ltd

The Junction

Merchants Quay

Salford Quays

Manchester

M50 3SG

hello@thesimwarehouse.co.uk