

30-day SIM only terms

## **Mobinex Ltd**

[Version 1.0. January 2023 30-day Minimum Term]

### **1. Your Agreement with Mobinex**

1.1 The Services are provided to you by Mobinex LTD, a company incorporated in England & Wales (registered no. 14155596) and whose registered office is at 3 STATION PLACE, LONDON, ENGLAND N4 2DH. In these terms and conditions “Mobinex”, “we”, “our” or “us” means Mobinex Limited, and “you” means “your” means you, our customer.

1.2 Mobinex Limited uses network services supplied by a third party Network Operator and a Service Provider who is permitted to sell capacity on the Network Provider's mobile network and to provide other related services. Your relationship is with us and you will not have any avenue of direct recourse against our Service Provider, Network Provider or any other third party suppliers such as roaming partners.

1.3 Your agreement with Mobinex is made up of the terms and conditions set out in this document, together with the Charges Information and any other policies and documents published on the official website of Mobinex. In the event of any inconsistencies between the terms of any such policies and documents and these terms and conditions the provisions of these terms and conditions shall prevail.

1.4 Section 17 contains definitions and other rules as to how the Contract shall be interpreted.

### **2. Key Points**

2.1 Equipment - the Contract only covers the terms on which you may use the Services. It does not cover the purchase of your Handset or any restrictions that may be imposed on the use or functionality of the Handset by your Handset provider.

2.2 Minimum Term – the Contract is for a minimum period of thirty (30) days which starts on the date on which your SIM is activated by us, unless:

- (a) you cancel this agreement within fourteen (14) days in accordance with section 8;
- (b) you have suffered material detriment due to any changes having been made to the Contract, or to the provision of the Services, by Mobinex in accordance with Section 13.3; or
- (c) we end the agreement in accordance with Section 13.4.

2.3 Cancellation – in accordance with section 8 you may cancel the provision of the Services and the Contract within fourteen (14) days of receiving your SIM card by informing us in writing of your decision to cancel the provision of the Services and the Contract.

2.4 Charges – the Plan Charges are to be paid monthly in advance with any charges for Additional Services to be billed after their use. If you do not pay the charges when they are due you may be charged interest and/or your Services may be suspended or ultimately terminated.

2.5 Coverage - the Services provided to you by Mobinex will only be provided within our Network Provider's network coverage area. There may be areas where you will not be able to access the Services or where the quality or coverage may be limited or unavailable.

2.6 International Usage - it may not be possible to use the Services outside of the UK. For the countries in which you will be able to use the Services outside of the UK and the applicable charges for the use of such Services please refer to the Roaming Abroad Section of the Mobinex website.

2.7 Use of the Services - you must not use the Services for any illegal or improper purposes or contrary to the terms of the Contract. Anyone under eighteen (18) is not permitted to access Age Restricted Services.

2.8 Your Personal Data - you agree to the use of your Personal Data in accordance with the information set out in section 16 below.

### **3. Term**

3.1 These terms and conditions shall apply from the date you place your order for the Services. The Services shall commence as of the Effective Date and shall continue for at least the Minimum Term, unless you notify us in writing of your desire to cancel the Services in accordance with Section 8 of these terms and conditions or the Contract is terminated in accordance with Section 13. Following the expiry of the Minimum Term the Services shall continue on a monthly rolling basis and we will continue to bill you for the Charges until the Services are terminated in accordance with Section 13.

### **4. The Services**

#### **Services**

4.1 The Services that are included within the Plan you have selected, as well as the Charges for the Services included within the Plan and any Additional Services that you may choose to use, are set out in the Price Guide on Mobinex Website.

#### **Provision of the Services**

4.2 Once you are Connected, Mobinex will use reasonable skill and care to provide you with access to our Services. The Services may also include access to any Premium Services, provided you have requested access to these services and we or our Service Provider or Network Provider approve their usage. As part of the Premium Services you may also access Age Restricted Services, provided you are eighteen (18) or over and you do not show or send any content from the Age Restricted Services to anyone under eighteen (18) years old.

4.3 As part of the Services you may be able to upload and send your own content. To be able to take advantage of this functionality you grant to Mobinex, our Service Provider and our Network Provider a royalty free, perpetual, irrevocable and worldwide license to store, transmit or otherwise deal with any content you upload using the Services.

4.4 In relation to the provision of the Services Mobinex:

- (a) may change or withdraw some, or part, of the Services from time to time; and
- (b) may determine or change how Services are presented and delivered to the Handset or are otherwise made available to you at any time.

This may be for a range of reasons including because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Subject to Section 7.3, you are entitled to end your relationship with Mobinex where any such variation is likely to be of material detriment to you.

### **Telephone Numbers**

4.5 As part of the Services you will be provided with a telephone number associated with your SIM card. You agree that:

- (a) you have no rights to, and do not own, the telephone number that Mobinex (or its Service Provider or Network Provider) provides to you;
- (b) the telephone number provided to you is subject to a range of regulatory requirements and numbering rules and that you shall comply with such requirements as set out in the Contract or where otherwise notified to you by Mobinex or its Service Provider or Network Provider; and
- (c) you will not transfer or attempt to transfer your telephone number to any third party (except on termination of the Contract in circumstances where you have requested a PAC before termination).

4.6 In exceptional circumstances Mobinex may need to change your telephone number provided as part of the Services, including where a government authority may order the reallocation or change of telephone numbers. Mobinex will use commercially reasonable endeavors to notify you by e-mail or letter of any changes to your telephone number, including the date on which such changes shall commence.

4.7 Where Mobinex is required to change the telephone number, such a change shall be considered to be of material detriment to you and shall entitle you to terminate your use of the services in accordance with Section 13.3.

4.8 Mobinex shall not be liable for any loss or damage that may arise as a result of Mobinex changing your telephone number.

### **Moving Your Telephone Number**

4.9 We can help you move your current mobile number to Mobinex. This is referred to in the industry as porting your mobile number. Once you have received and activated your SIM please contact us to move your old number to your new Plan. When you contact us you will need to have obtained a port authorization code or PAC from your old provider to enable us to port your current mobile number to your new Plan.

4.10 We will not be able to provide you with a PAC after your Contract with us has been terminated. You will therefore need to request a PAC before the Contract is terminated where you wish to move your mobile number to a new mobile provider.

4.11 You will need to contact your old mobile provider and request that they give you your PAC. The PAC will be valid for a period of thirty (30) days if you do not use it within that time you will need to request a new PAC.

4.12 We will attempt to switch your old number over to your new Plan in one (1) working day.

### **SMS Services**

4.13 Each SMS is limited to 160 characters. If your message is longer than 160 characters, then it will be broken down into the required number of SMS messages necessary to send your message in full and you will be charged for each SMS message sent. Where you send SMS messages to multiple recipients you will be charged for the SMS messages sent to each recipient. If we cannot send your SMS message we will continue trying for such time as our Network Provider and Service Provider allow, but you should not expect that to continue for more than 24 hours. You will not be charged for SMS messages that have not been sent.

Access to Directory and Emergency Services and the Provision of Caller Location information

4.14 You will be able to access emergency organizations by using the emergency call numbers “112” and “999” at no charge. Your caller location information shall be provided to the emergency services by our Network Provider. In addition, you will be able to access 118333 or any other 118 directory service although calls to these numbers will be charged.

### **Limitations of the Services**

4.15 Mobinex will use reasonable skill and care to make the Services available to you. However, the Services will only be made available within our coverage area (which comprises a video service area and a voice & picture area within the UK). Within this area, there may be areas where you do not have access to all or some of the Services or where coverage is otherwise limited or unavailable due to the manner in which the Services are provided and the limitations set out in Section 4.18 below.

4.16 It may also not be possible to use the Services outside of the UK. Where you wish to use the Services outside of the UK please contact us to enable such functionality where possible. Where the Services are enabled for use outside of the UK additional Charges may be incurred by you. For more information about coverage, any additional Charges and the countries in which the Services are available, please visit the dedicated page of our website

4.17 Our Network Provider or Service Provider may implement procedures to measure and shape traffic that passes over its network, which could impact on the Services provided to you. For example, it may implement procedures to slow down P2P file-sharing and tethering activities during peak times and to optimize video streaming. We are not involved in and do not have any control over how our Network Provider or Service Provider measures or shapes the traffic that passes over its network. Please check our Network Provider or Service Provider traffic management policies for more information on how traffic is managed and how this may impact on the Services provided to you.

4.18 There may be situations when the Services are not continuously available or the quality of the Services is affected. You agree that Mobinex cannot guarantee continuous fault-free service. For instance, the Services may be affected or become unavailable:

(a) when we, our Service Provider or our Network Provider need to perform upgrading, maintenance or other work on the network or Services or improve, modify, test, maintain or repair their network or services;

(b) when you move outside the video service area whilst you are on a call (in this case calls may not be maintained);

(c) when you are in areas not covered by our Network Provider's network. In these cases Services may rely on other operators' networks over which we have no control;

(d) because of other factors that may be outside our control, including the features or functionality of your Handset, any regulatory requirements, lack of capacity, interruptions to services, failures or delays caused by or from other third party suppliers and our Network Provider, faults in other communication networks, the weather, radio interference caused by hills, tunnels or other physical obstructions, acts of God, industrial action, war, terrorism, any governmental action or any decision made by a competent court; or

(e) due to fraudulent, illegal or abusive usage of the Services for which Mobinex or our Network Provider or Service Provider may need to take preventive action.

#### **Suspension of the Service**

4.19 You agree that Mobinex may Suspend any or all of the Services you use without notice if:

(a) we reasonably believe you have provided us with false or misleading details about yourself or we reasonably believe that you have used the Services, the SIM(s) or a telephone number for illegal or improper purposes in contravention of Mobinex's Acceptable Use Policy;

(b) we reasonably believe that you have been using the Services fraudulently or for the purposes of committing any form of fraud or for any analogous or similar activity;

(c) you have breached any term of the Contract (including where you have failed to pay any amounts and/or Charges due);

(d) you inform us that your Handset or SIM have been lost or stolen;

(e) you do anything (or allow anything to be done) which we think may harm or damage or affect the mobile network of the Network Provider, the infrastructure of the Service Provider or the Services or their operation;

(f) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you are using the Services in any of the ways prohibited in Section 6). If this happens, then we will deal with the complaint in the manner set out in Section 6;

(g) we are required to suspend your Services as a result of an emergency or requested to do so by the emergency services, government authorities, law enforcement authorities or competent regulatory bodies;

(h) your use of the services exceeds that which is expected or reasonable in accordance with our Acceptable Use Policy;

- (i) your use of the services may impact the operation of the Service Provider or Network Provider's underlying network or interferes with the provision of the Services to other customers using the Service Provider's or Network Provider's service;
- (j) you reach or exceed a credit limit that we set on your account;
- (k) our call volumes are likely to have an adverse effect on the operation of the Network Provider's network or the provision of services to our Network Provider's customers in general;
- (l) our Network Provider suspends or has the right to suspend its own customers' access to its mobile network; or
- (m) our Network Provider or Service Provider suspends our services where they are permitted to do so under our contract with the Service Provider or at law.

4.20 If we Suspend any or all of your Services, you will still be able to make emergency calls (unless these have also been Suspended at the request of the emergency services or law enforcement authorities or by our Network Provider or Service Provider).

4.21 Notwithstanding the provisions of Sections 4.19 and 4.20 where possible we will use reasonable endeavors to inform you prior to us suspending the provision of the Services to you in circumstances where we are legally permitted to do so. When the Service is suspended you will be required to continue to pay the any charges that you may have incurred prior to the Suspension.

### **Security of the Services**

4.22 Our Service Provider and Network Provider are responsible for ensuring that appropriate technical and organizational measures are put in place to manage any risks to the security of the network over which the Services are provided to you in the UK and to prevent and/or minimize the impact of any security incidents on recipients of the Services. In addition, our Service Provider and Network Provider are responsible for protecting (as far as is possible) the availability of the network over which the Services are provided within the UK. [Mobinex therefore does not have any control over, or the ability to deal with, any security incidents that may arise through the use of the Services by you or anyone else.] Your security responsibilities in relation to the use of the Services and your Handset are set out in Sections 6.4 to 6.6 below.

## **5. Our Rights**

### **Intellectual Property**

5.1 All rights, including copyright in the Services and their content, belong to Mobinex, our Service Provider or Network Provider, or our licensors (including our content providers). We and they reserve all our and their rights. Such rights shall include any and all Intellectual Property Rights.

5.2 The trademarks and other related images, logos and names of the Service Provider and Network Provider are the proprietary marks of the respective providers. We and our Service Provider and Network Provider reserve all our and their rights in and to the use of such images, logos and names. You may not use any logo, brand name, mark or sign of ours, the Service Provider's, or the Network Provider's without the prior written consent of the respective party. Consent to the use of any logo, brand name, mark or sign of ours, the Service Provider's, or the Network Provider's may be withheld for

any reason that we, the Service Provider, or the Network Provider may have. You will also not directly or indirectly make or publish or permit to be made or published, any specific comparisons between the Service Provider or Network Provider and any product or service made available by the Service Provider or Network Provider.

5.3 The Mobinex trade mark and other related images, logos and names on the Services are the proprietary marks of Mobinex and shall remain the absolute property of Mobinex. You shall have no right, title or interest in any of the Intellectual Property Rights owned by or licensed to Mobinex.

## **6. Your Responsibilities**

### **Your SIM card(s)**

6.1 It is your responsibility to make sure that any SIM we provide to you is only used to access the Services as permitted under the Contract. These terms and conditions do not cover the supply of your Handset. You will have entered into a separate agreement with the manufacturers of your Handsets or another third party for the supply of your Handset. We are not related to, nor provide any Handsets on behalf of, any of the Handset manufacturers or other third parties.

6.2 We or our Service Provider or Network Provider own each SIM provided to you. Each SIM provided to you remains the property of Mobinex or its Service Provider or Network Providers at all times. You are being allowed to use the SIM by us on a limited license to enable you to access the Services, in accordance with the terms of the Contract. We or our Service Provider or Network Provider may recall the SIM(s) at any time for upgrades, modifications, misuse or when your Services are terminated and your agreement with Mobinex ends. You can only use the SIM we have provided to you to obtain Services from us.

6.3 Each SIM provided to you may only be used in Handsets which are enabled for the Services and are authorized by us for Connection to our Network Provider's network. Any attempt to use the SIM in other Handsets may result in serious damage to the Handset and may prevent you from being able to use it, including for the making of emergency calls. In these instances, we and our Service Provider and Network Provider are not responsible for any such damage or usage problems or for any inability to use or access the Services.

### **Security of your PIN, Passwords and SIM**

6.4 You must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms and conditions.

6.5 To help prevent unauthorized use of the Services we recommend that you use PINs or passwords with your Handset and that these are kept secure at all times. Mobinex and our Service Provider and Network Provider will not be liable for any loss or damages that you may incur as a result of someone using your Services, PINs or passwords with, or without, your knowledge. This shall include the loss of the SIM, calls made using your Handset, Premium Services being accessed or consumed or any information obtained or downloaded from your Handset. The provisions of this Section 6.5 will apply even after this agreement has been terminated.

6.6 Handsets may not always be secure and it is your responsibility to take steps to ensure that your Handset is secure and remains secure (including by regularly updating any software, firmware or apps that are contained on your Handset) at all times. When downloading applications, software, material, information or data using your Handset it is your responsibility to ensure that any downloads do not impact, compromise or reduce the security of your Handset. You will also comply with any security warnings provided to you relating to any downloads or updates that may be required for your Handset so as not to compromise the security of your Handset.

### **Use of the Services**

6.7 You may only use the Services:

- (a) in accordance with the terms of the Contract;
- (b) for your own personal use. This means you must not resell the Services, use the Services other than for your own personal use or commercially exploit any of the Services or content made available over the Services; and
- (c) in accordance with applicable laws.

6.8 You must not use, and must use all reasonable endeavors to prevent the use of, the Services, the SIM or telephone number provided to you by Mobinex or allow anyone else to use the Services, the SIM or telephone number provided to you by Mobinex for illegal or improper uses. Such illegal and improper uses shall include:

- (a) fraudulent, criminal or other illegal or immoral activity (including making abusive, offensive, indecent or nuisance calls, for sending spam or unsolicited e-mails or text messages, for making or receiving reverse charge calls or for any immoral, obscene, defamatory, harmful, offensive or unlawful purposes);
- (b) doing anything which breaches or infringes another person's rights, including copyright or any other Intellectual Property Rights;
- (c) copying, storing, modifying, publishing or distributing Services or content (including ringtones), except where Mobinex gives you permission so to do;
- (d) downloading, sending or uploading content of an excessive size, quantity or frequency using the Services. We will contact you if we consider that your use is excessive and where it breaches our Acceptable Use Policy;
- (e) doing anything which breaches any security or other safeguards or in any other way which harms or interferes with our network, our Service Provider's network, our Network Provider's networks, the networks systems, infrastructure or operation of others or the Services;
- (f) falsifying or deleting 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) the use of SIM boxes, SIM gateways of other devices in connection with access to the underlying Service Provider or Network Provider network or infrastructure regardless of impact;
- (h) the connection of any unauthorised equipment to the network other than your own customer equipment of a type which is permitted under this Contract; and
- (i) using or providing to others any directory or details about customers.

6.9 You agree that you will always co-operate with Mobinex and follow our reasonable instructions to ensure the proper use and security of the Services and your account. You will not do and will prevent the doing of anything likely to impair, interfere with or damage or cause harm or distress to any persons, the Network Provider and Service Provider's network, equipment and infrastructure, the operation of the services or the services provided by us, our Network Provider or Service Provider. You will also comply with the Acceptable Use Policy at all times.

6.10 You must only use Handsets authorised by us for Connection to the Services and our Network Provider's network and will comply with all relevant legislation and terms made available to you relating to the use of the Handset, the Services and any networks used to provide the Services.

### **Provision of information**

6.11 You agree to provide us with valid information where we reasonably request it and will not provide us with any false information. Where any of the information that you have provided to us changes (including your contact details or any bank account information) you will notify us immediately of these changes.

### **Acceptable Use Policy**

6.12 Our Acceptable Use Policy provides more detail about the rules for use of certain Services in order to ensure that the use of such Services is not excessive and to combat fraud and misuse. For certain Services we may introduce or require certain rules or limits to be complied with so as to ensure that the Services can be enjoyed by all of our customers. You must comply with our Acceptable Use Policy and with any reasonable instructions that we or our Service Provider or Network Provider may give you relating to it.

6.13 Where we amend our Acceptable Use Policy, we will let you know by publishing the policy on our website and by way of e-mail if you have provided us with a copy of your e-mail address - such a policy may be amended from time to time - including, if we discover that the Services are being used fraudulently or for fraudulent purposes; where the excessive use of certain Services is causing problems for us, our Service Provider or Network Provider, 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. In all instances, we will use reasonable endeavors to let you know if and when any changes to the Acceptable Use Policy occur.

### **Use of Messaging and Storage Services**

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

- (a) anything that is copyright protected, unless you have permission from the copyright owner;
- (b) unsolicited bulk or commercial communications or other unauthorized communications;
- (c) any Trojan horses, viruses or similar programs/software of which you are aware; or
- (d) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

## **Use of Age Restricted Services**

6.15 If you are under eighteen (18), you are not permitted to access our Age Restricted Services (if any). If you are eighteen (18) or over and you access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under eighteen (18) years of age. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under eighteen (18) years of age use your Handset.

## **Use of Services outside the UK**

6.16 If you use the Services from or in a country outside of the UK, your use of the Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations. You may also be charged additional sums for your use of the Services whilst outside of the UK. Please refer to the Price Guide on our website for details of additional charges that may be incurred when using the Services outside of the UK. You can also find more information in the Roaming Abroad section of our website.

## **7. Changes to the Charges or the Contract**

7.1 We may vary, change or increase any of the charges or terms set out in the Contract at any time and for any reason, including where:

- (a) our Service Provider or Network Provider varies, changes or increases any of the charges or terms on which they enable us to provide you with the Services;
- (b) due to changing technologies, obsolescence and new or different product or service features;
- (c) due to the introduction of new or amended laws, regulations, policies or guidance relevant to the Contract or the provision of the Services.

Where we vary, change or increase any of the charges or vary or change any terms contained within the Contract we will use reasonable endeavors to provide you with as much advance notice by email or post of such changes as possible. Where any variations, changes or increase are likely to cause you material detriment we shall provide you with at least thirty (30) days' notice of such changes.

7.2 Except in the circumstances described in Section 7.3 you are entitled to terminate this agreement in accordance with Section 13.3 if any of the variations, changes or increases in the Charges or the terms of the Contract are to your material detriment.

7.3 You agree that any changes, variation or increases in the Charges or changes or variations to the terms made to the Contract by Mobinex that:

- (a) are due to changes to the law, government regulation or our Network Provider's license or terms which affect us; or
- (b) relate solely to Additional Services shall not cause you material detriment and that you will not be able to terminate this agreement where such changes, variations or increases are made.

7.4 If you carry on using the Services after the variations, changes or increases commence, you will be deemed to have accepted the variation, changes or increases to the Services.

## **8. Cancelling the Services**

8.1 You have the right to cancel the provision of the Services and this Contract within fourteen (14) days from the day on which you received, or a third party on your behalf received (other than the delivery carrier), physical possession of the SIM card (the "Cooling Off Period").

8.2 To receive the Services during the Cooling Off Period you will be required to notify us of this request. If you contact us during the Cooling Off Period to activate your SIM we will deem this to be an express request for us to commence the provision of the Services to you.

8.3 To exercise your right to cancel the provision of the Services and the Contract you must inform us online by sending email or visiting us at any of our service point of your decision to cancel this contract by a clear statement (e.g. by a letter sent by post, fax or e-mail). A cancellation form that you may choose to use is attached at Annex A to these terms and conditions. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel the provision of the Services and to cancel the Contract before the Cooling Off Period has expired

8.4 You are required to send the SIM card(s) back to us or hand them over to us at 3 Station Place, Finsbury Park, London, N4 2DH without undue delay and in any event not later than fourteen (14) days from the day on which you communicate your cancellation of the provision of the Services and the Contract. This deadline will be met if you return the SIM card(s) before this fourteen (14) day period expires. You will be responsible for the costs of returning the SIM card(s).

8.5 If you cancel this Contract, we will not reimburse to you payments received from you, including the costs of delivery.

8.6 Where a request for cancellation has been made and the SIM card(s) returned in accordance with this clause we will make any reimbursement due to you without delay, and not later than:

- (a) fourteen (14) days after the day we receive the SIM card(s) back from you; and
- (b) if earlier, fourteen (14) days after you provide evidence that you have returned the SIM card(s) to us.

8.7 We may withhold reimbursement until we have received the SIM card(s) back or you have supplied evidence of having sent the SIM card(s) back, whichever is the earlier. If we do not receive the SIM Card(s) back from you, we will not be liable to reimburse you.

8.8 We will make any reimbursement due to you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event you will not incur any fees as a result of the reimbursement.

## **9. Losing your SIM**

9.1 If you lose your Handset or SIM you must inform us as soon as possible so that we can stop anyone else from using your SIM and incurring charges on your behalf. You are responsible for all charges incurred using your SIM up until the time that you inform us that your SIM is missing.

9.2 If you do not request that we send you a new SIM, you will still be required to continue paying the Plan Charges until the end of the Minimum Term.

## 10. Charges and Payments

### Charges

10.1 You agree to pay the Plan Charges and the charges for any Additional Services used, whether used by you or not, under the Contract.

10.2 The minimum amount of charges due under this Contract are the cost of all the Plan Charges due for the Minimum Term.

### Payments

10.3 You will pay any charges due under the Contract within ten (10) working days of the date on your bill (the "Due Date"). You are required to pay your bill by direct debit and where applicable VAT will be added to your bill.

10.4 If you fail to pay any amounts owed by the Due Date, and you do not have a valid reason for disputing the amounts due, we may:

- (a) charge you interest on the amount due. Interest will be charged at a rate of 2% above the prevailing Bank of England base rate. In addition we reserve the right to charge you any reasonable costs (including administrative and legal costs) we incur as a result of you not paying any amounts due by the Due Date;
- (b) suspend the Service in accordance with Section 4.19; and/or
- (c) terminate the Service in accordance with Section 13.4.

10.5 We may set a credit limit on your account. If you reach or exceed the credit limit that we set, we may suspend any or all of the Services you use in accordance with Section 4.19 until you've made a payment to your account. The credit limit that we set should not be used for budgeting purposes. You will be liable for all charges incurred in excess of the credit limit and your liability to us is not capped or limited.

## 11. How to Contact us

11.1 You can contact us by:

- (a) sending us a letter at: 3 Station Place, Finsbury Park, London, N4 2DH;
- (b) sending an e-mail to [info@mobinex.uk](mailto:info@mobinex.uk); and
- (c) calling us on **+44 203 034 0050**.

## 12. Dispute Resolution

12.1 If you have a complaint in relation to the Services provided under the Contract we will endeavor to resolve this as quickly as possible. Please contact us through one of the methods set out in Section 11. If we are unable to resolve your complaint you have the right to refer the matter to the Ombudsman Services - Communications in accordance with our Customer Complaints Code of Practice available in the Help Section of our website.

## 13. Ending your Relationship with Mobinex

13.1 Subject to Sections 13.2 and 13.3, you may terminate the Services provided to you by Mobinex by providing Mobinex with not less than thirty (30) days' notice in writing. The earliest date on which such notice may take effect shall be on the expiry of the Minimum Term.

13.2 You may terminate the Services during the Minimum Term provided that you pay to Mobinex any outstanding Charges for the Services up until the expiry of the Minimum Term. Where Mobinex agrees to you terminating the Services prior to the expiry of the Minimum Term, Mobinex shall provide you with an invoice for any outstanding Charges. You agree to pay any outstanding Charges due upon receipt of such invoice in accordance with the provisions of Section 10.

13.3 You may terminate the Services immediately upon providing written notice to Mobinex where you have suffered material detriment due to any changes having been made to the Contract or to the provision of the Services by Mobinex, including in accordance with Sections 4.7 and 7. Where you wish to terminate the Services on the basis of having suffered material detriment due to the acts or omissions by Mobinex you agree to pay all of the Charges you owe up until the point in time in which you have provided Mobinex with written notice of your desire to terminate the Services and stating the reasons for such material detriment.

13.4 You agree that we may end this agreement upon providing you with written notice where your conduct breaches any of the provisions of the Contract. We will set out in such written notice the date on which the Services will be terminated and will use reasonable endeavors to provide you with thirty (30) days advanced notice where possible. However, in the following cases, we reserve the right to end our Contract with you and/or the Services immediately:

(a) if we have the right to Suspend your Services on any of the grounds in Section 4.14 and we believe that the grounds are serious and have not been, or are unlikely to be rectified;

(b) if we believe that your use of our Services is jeopardizing the operation of our Network Providers network or is of an unacceptable nature; or

(c) in the event of your bankruptcy, insolvency or death;

(d) if there is no network access or services being provided to us by our Service Provider or Network Provider.

(e) if we no longer have access to other operators' networks which we need to provide the Services, or we are no longer able to provide the Services due to factors beyond our control or because we cease business;

(f) if you breach the terms of the Contract in a material way and have not rectified such breach within fourteen (14) days from the date on which we requested that such breach be rectified; and

(g) you have not paid the Charges in full or on time as set out in Section 10.

13.5 Where we terminate the provision of the Services to you under these terms and conditions you agree to pay all of the Charges you owe up until the point at which we Disconnect you. The Effect of Mobinex ending its relationship with You

13.6 If the Contract is terminated by you or Mobinex, we will Disconnect you and you will not be able to use the Services, SIM or be able to make any calls to the emergency services and you will lose the

telephone number allocated to you, unless you have requested a Port Authorization Code or PAC from us prior to us Disconnecting you.

#### 14. Exclusions of Warranties, Limitations of Liability and Indemnity

##### **Limits on our liability**

14.1 All of our obligations to you relating to the Services are set out in the Contract. If you wish to make any variations to the Contract or rely on any other term, you must obtain our agreement to the variation of the Contract or to the other term in writing.

14.2 Subject to the provisions set out in section 14.3 and 14.4:

- (a) all other terms, conditions and warranties relating to the Services are excluded to the extent permitted by law;
- (b) our and our Network Provider and Service Provider's entire liability to you for something we do or don't do and for liability to you of any sort will be limited to £300 for one claim or a series of related claims; and
- (c) we and our Network Provider or Service Provider are not liable for:
  - (i) any loss of revenue;
  - (ii) loss of income;
  - (iii) loss of business;
  - (iv) loss of actual or anticipated profits;
  - (v) loss of anticipated savings;
  - (vi) loss of opportunity;
  - (vii) loss of goodwill;
  - (viii) loss of reputation;
  - (ix) for any loss or corruption of data in connection with the use of the Services (in each case, whether direct or indirect);
  - (x) for any unauthorized use of the Services by any third persons or parties; or
  - (xi) any indirect or consequential loss or damage howsoever caused.
- (d) In addition we and our Service Provider and Network Provider shall not be liable for any loss or damage that was not reasonably foreseeable when you entered into the Contract.

14.3 Nothing in these terms and conditions shall remove or limit our liability or the liability of our Network Provider or Service Provider for fraud or fraudulent misrepresentation; for death or personal injury caused by our negligence; or for any liability which can't be limited or excluded by applicable law.

14.4 If you are a consumer, the terms of this agreement will not affect any of your legal rights which you have, which cannot be excluded by this agreement. For more information on your legal rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau. The Services - Areas where we have no responsibility

14.5 We will use reasonable skill and care to ensure the accuracy, quality and timely delivery of the Services. However:

(a) we and our Service Provider and Network Provider accept no responsibility for any use of, or reliance on, the Services or their content, or for any disruptions to, or for any failures or delays in, the Services. This includes, any alert Services or virus detection Services; and

(b) subject to Section 14.3 we and our Service Provider and Network Provider do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services or their content. The Services are provided to you on an 'as is' basis; and

(c) we and our Service Provider and Network Provider are not providing you with advice of any kind.

14.6 Mobinex and our Service Provider and Network Provider will not be liable for any loss or damages that you may incur if we or our Service Provider or Network Provider cannot carry out our duties, or provide Services, because of something beyond our reasonable control.

#### Indemnity

14.7 If you use the Services in breach of the Contract and Mobinex incurs any liability to a third party or loss as a result, you agree to compensate Mobinex against any such liability or loss (including the cost of reasonable attorney's fees).

#### Others' content and services - Areas where we have no responsibility

14.8 You may be able to use the Services:

(a) to upload, email or transmit content using the Services; and

(b) to access content which is branded or provided by others and to acquire goods and services from others.

14.9 Where we provide you with such access, we do not prepare or exercise control over the content, goods or services accessed or made available through the Services. We and our Network Operator and Service Provider are not responsible or liable in any way for, and do not endorse, any such content, goods or services.

14.10 The provisions of this Section 14 will apply even after this agreement has been terminated.

### 15. Data Protection

15.1 This section and our Privacy Notice explain how we may use your Personal Data.

15.2 The Personal Data (including, for example name, contact information, financial information) which is processed by us when you sign up or receive the Services, will be processed by us and our Group Companies. We will collect this personal data either directly from you, or we may receive it from other third parties, such as your previous service provider, credit reference agencies, Network Providers as well as, from our other Group Companies, especially where you may already receive other services from us.

15.3 We require your Personal Data in order to enable us to:

(a) set up and otherwise administer your account(s) for Services and products which we provide to you, this may include linking different Services which you receive from us;

(b) verify your identity when you make enquiries by phone, email or letter;

- (c) record calls made to our helpdesks and contact centers for legal and regulatory requirements, security purposes, as well as staff training and improvements to our processes and services;
- (d) contact you in connection with the Services and your account (including through the use of electronic communication, e-mail, SMS or telephone);
- (e) assist with statistical analysis to assess and improve our Services and systems;
- (f) help prevent and/or detect debt, fraud and loss;
- (g) pursue any other legally permitted purposes and in compliance with Data Protection Law.

15.4 We may also disclose or share your Personal Data with credit reference agencies, debt collection agencies and fraud prevention agencies. Such Personal Data may include address details, payments you make, account balances, missed payments, disputes and any queries relating to the Contract, call times and duration, amongst other Personal Data. We will share this Personal Data for purposes relating to:

- (a) assisting us make decisions about credit applications that may be made by you or other members of your household you are connected to financially;
- (b) protecting our businesses and our other customers from fraudulent activities;
- (c) tracing and recovering debts and assessing claims;
- (d) informing credit reference agencies about unpaid charges and debt, which information will be recorded and may impact your ability to obtain credit in the future;
- (e) the detection and prevention of theft, fraud, money laundering.

15.5 If you use the Services from a country outside of the UK it may be necessary to transfer some of your Personal Data to service and network providers which operate in that country. Where possible, we will take appropriate steps to protect your Personal Data. However, in some instances we may have to transfer your Personal Data to a country that is outside of the EEA, where the treatment of your Personal Data may be subject to laws and regulations applying in that country which may not protect your information to the same standards that apply in the UK and the EEA.

15.6 We will not include your Personal Data in any directory or directory-enquiry service. However, please contact us if you would like to have any of your Personal Data included in these services.

15.7 If you would like any more information about what personal information we collect about you and why, how we use your information:

E-mail: [t.otarashvili@mobinex.uk](mailto:t.otarashvili@mobinex.uk)

Telephone: +44 203 034 0050

Postal address: Data Protection Officer, 3 Station Place, Finsbury Park, London, N4 2DH Credit Reference & Fraud Prevention Agencies

15.8 We may also disclose or share your Personal Data with credit reference agencies, debt collection agencies and fraud prevention agencies. Such Personal Data may include address details, payments you make, account balances, missed payments, disputes and any queries relating to the Contract, call times and duration, amongst other Personal Data.

15.9 We will share this Personal Data for purposes relating to:

- (a) assisting us make decisions about credit applications that may be made by you or other members of your household you are connected to financially;
- (b) protecting our businesses and our other customers from fraudulent activities;
- (c) tracing and recovering debts and assessing claims;
- (d) informing credit reference agencies about unpaid charges and debt, which information will be recorded and may impact your ability to obtain credit in the future;
- (e) the detection and prevention of theft, fraud, money laundering;

15.10 If you would like any more information about how we use your information for credit checking purposes, please contact us using the information provided at Section 15.7 above.

## 16. Additional Terms

**16.1 Third Party Rights** - This agreement is entered into by Mobinex for its own benefit and for the benefit of its Service Provider and Network Provider. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that Mobinex's Service Provider and Network Provider will have the right to enforce any rights under the Contract and to that extent Mobinex's Service Provider and Network Provider will have the same rights against you as would be available if they were parties to the Contract.

**16.2 Governing Law and Jurisdiction** - The Contract and any claims or disputes arising out of any contractual and/or non-contractual obligations relating to or in connection with the Contract are governed by and construed in accordance with the laws of England & Wales. Each of us agrees to only bring legal actions concerning the terms of the Contract in a court in England.

**16.3 No Waiver of Rights** - If you, we or our Service Provider or Network Provider, delay, or do not take action to enforce our respective rights or remedies under the Contract, this does not stop you, or us or them, from taking action at a later date. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy or any other right or remedy.

**16.4 Severance and Unenforceable Provisions** - If any of the terms in the Contract are not valid or legally enforceable, the other terms will not be affected. We reserve the right to replace any item that is not legally effective with a similar term that is legally effective. No such replacement shall be deemed to cause you any material detriment.

**16.5 Assignment and Transfer** - We may assign, mortgage, charge, transfer or otherwise dispose of our rights and obligations under the Contract to a party who agrees to continue complying with our obligations under this agreement, provided that your rights under the agreement or any guarantees given by us to you are not affected, without your consent. No other person (other than our assignee, if any, our Service Provider and our Network Provider) may benefit from the Contract. You may not assign, mortgage charge, transfer or otherwise dispose of your rights and obligations under the Contract without the prior agreement of Mobinex.

**16.6 Contractual Capacity** - You confirm that you have full contractual capacity to enter into the Contract.

16.7 **Web pages** – We may update the information contained on any of the web pages referenced in the Contract at our discretion and will notify you of any such changes (where applicable) in accordance with the provisions of the Contract.

## 17. Definitions

17.1 The following definitions apply in these terms and conditions:

**Acceptable Use Policy** means the Mobinex acceptable use policy that can be found on the Mobinex website or as may be provided to you by us from time to time.

**Additional Services** means additional or supplemental services for which a charge is made in addition to the Plan Charge for the Services (if applicable) as set out in the Price Guide on the Mobinex website and includes any Premium Services and Third Party Services.

**Age Restricted Services** means any Services for use only by customers eighteen (18) years old or over.

**Charges** means the charges to be paid by you for the provision of the Services by Mobinex to you (including the Plan Charges).

**Charges Information** means the information about the charges for the Services set out in the Price Guide on our website.

**Cooling Off Period** means the period of fourteen (14) days following you agreeing to enter into these terms and conditions following the placement of your order for the Service.

**Connection** means the procedure by which we give you access to Services. 'Connected', 'Connecting', and 're-Connection' have corresponding meanings.

**Customer Complaints Code of Practice** means the Mobinex customer complaints code of practice that can be found on our website.

**Disconnection** means the procedure by which we stop your access to Services. 'Disconnected', 'Disconnect' and 'Disconnecting' have corresponding meanings.

**Due Date** has the meaning given in section 10.3.

**Effective Date** means the date on which you activate your SIM.

**Group Companies** means all subsidiaries and any parent companies of Mobinex Limited. A full list of Group Companies can be obtained by emailing [info@mobinex.uk](mailto:info@mobinex.uk)

**Handset** means the device or mobile handset that is authorized by us for Connection to the network which is used to access Services.

**Intellectual Property Rights** means all intellectual property rights, including patents, designs, trademarks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright database rights and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, know how (including trade secrets and information) of a confidential nature, confidential information, business

names, good will and the style of presentation of goods or services and applications and the right to apply for protection of any of the above rights.

**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 thirty (30) day period from the Effective Date.

**Network Provider** means the mobile network operator that is responsible for providing access to its network for the provision of the Services.

**Personal Data** means information which you can be identified by either on its own, or in conjunction with other information (including any sensitive personal data where relevant).

**Plan** means the mix of Services that are included within your monthly Plan Charge.

**Plan Charge** means the charges you are required to pay monthly in advance to us from the date on which you activate the SIM until the end of the Minimum Term for your chosen Plan.

**Premium Services** any Services which are charged at premium rates. You can only access these Services - such as international calling, international data usage and international roaming – if such access is activated for your account.

**Service Provider** means the mobile virtual network aggregator or such other entity as Mobinex may use or appoint to enable Mobinex to provide the Services from time to time.

**Services** means the mobile communications services offered by Mobinex to You (by means of the Network Provider's network), including call services, Messaging Services, Storage Services, Age Restricted Services, Additional Services, Third Party Services and Premium Services, which we agree to provide to you.

**SIM** means a card which contains your telephone number and enables you to access the Services.

**Storage Services** any Services which offer you storage capacity on the network for storage of content which you access from us.

**Suspension** is the procedure by which Mobinex may temporarily Disconnect your access to the Services. 'Suspend' and 'Suspension' have corresponding meanings.

**Third Party Service** means those services from third parties that are charged in addition to the Plan Charge. These services might include: premium rate services, content service, calls to numbers not included within your Plan, calls to forwarded numbers, Premium Services, calls to people outside the UK, directory enquiry services and any other add on or extra services.

## 17.2 In the Contract:

- (a) words in the singular shall include the plural and words in the plural shall include the singular unless the context otherwise requires;
- (b) words denoting any gender include all genders;
- (c) the headings are for convenience only and shall not affect the construction of the Contract;
- (d) references to each party herein include references to its successors in title and permitted assigns;
- (e) references to “includes” or “including” shall be read as being immediately followed by the words “without limitation”; and
- (f) any capitalized terms (and terms beginning with a capital letter) that are used but are not defined herein shall be given their generally accepted meaning in the telecommunications industry or, where there is no such generally accepted meaning, their ordinary meaning within the context of the Contract.

## **18. Claims & Disputes - Refund Policy**

18.1 In the event of any complaints related to the payment processed by mobineX under the contract, we will make every effort to promptly address and resolve the issue. Please reach out to us using the contact methods outlined in Section 11.

18.2 Upon purchase of a data, voice, or combined bundle, once the provisioning process is initiated, no refunds will be issued. Activation of the bundle occurs immediately upon SIM card activation, which can be done by following the online activation procedure or through our customer service representative's assistance upon customer request. Subsequent bundles purchased after the initial activation will be automatically activated.

18.3 In the event that a customer claims unintended payment, we reserve the right not to issue a refund if the bundle is already in use or has been activated. Once the bundle is in operation, refund requests based on unintended payments will not be considered.

18.4 The customer is eligible for a refund only if the purchased bundle has not been activated, remains unused, and the customer has contacted us to resolve the issue. Additionally, a refund claim must be submitted within 3 working days of the payment. All these conditions must be met collectively to qualify for a refund.