

Mobile Rescue app Terms and Conditions of Use

These are the terms and conditions (the “**terms**”) for the **Mobile Rescue app** (the “**app**”). They are framed as a series of easy to read questions and answers. Please make sure you read them as they are legally binding terms.

Click ‘Get started’ to accept the end-user licence agreement (EULA), Terms of Service and Privacy Policy which can be found [here](#). You can only use the app if you agree to those.

1. Who’s who?

This app is provided by Asurion Soluto Europe Limited (“**Asurion**”), registered in England and Wales with registered number 10163748 and having its registered office at Chiswick Place, 272 Gunnersbury Avenue, Chiswick, London W4 5QB. In these terms, “**we**”, “**our**” and “**us**” means Asurion, all of its parent and subsidiary companies, all subsidiaries of its parent companies and all of our suppliers and providers who support our provision of the app.

When we say “**you**” or “**your**”, we mean the person authorised to use this app under these terms (see Section 3).

2. How can I contact you?

It’s easy to get in touch with us:

Call: 0800 068 4192 (or click to call via the app.) Open 8am-9pm Mon-Fri, 9am-6pm weekends

Email: virginmedia@asurion.com

Write to: Virgin Media Protect, PO Box 71012, London, W4 9FW

3. Who can use the app?

You can use the Mobile Rescue service if you have Virgin Media Protect with Mobile Rescue and an active mobile phone, the app can be installed on.

4. What can the app do?

You can use the app to get as much technical support as you like for any issues you may be experiencing connecting your mobile phone to other devices, connecting to Wi-fi and for any third party app or software issues on your mobile phone. You acknowledge and agree that:

- } **‘Click-To-Call’**: connects you to speak with one of our technicians for assistance.
When you use this, it may send certain information to us about your mobile phone, including, without limitation, your settings information, your performance and data usage, your battery and storage levels, and information about your installed applications.
- } **‘Click-To-Chat’**: connects you via our instant online messaging service with one of our technicians.
When you use this, it may send certain information to us about your mobile phone including, without limitation, your settings information, your performance and data usage, your battery and storage levels, and information about your installed applications.
- } **‘Data Collection and Use’**: the app collects information from your mobile phone - such as your mobile phone number, network provider, email account names, SIM card details, app names and usage, battery levels and other settings or information that help us manage your mobile phone. Information on our use of your data can be found in our Privacy Policy.
- } **‘Remote Support’**: enables our technicians to provide you with advanced remote support, including changing of mobile phone settings remotely, switching screens on your behalf, sending you links for installing / uninstalling applications, or remotely accessing your mobile phone and controlling your mobile phone for the purpose of answering your tech query.
- } **‘Proactive Notifications’**: enables us to send you personalised proactive notifications & messages to help you prevent technical problems before they arise, help you optimise your mobile phone usage and send information about subjects relevant to your specific mobile phone and how you use it.

Click [here](#) for help and information about the App functions. ‘Click-to-Call’ and ‘Click-to-Chat’ are available 8am-9pm (GMT) Mon-Fri, 9am-6pm (GMT) weekends.

5. Exclusions and limitations

Not all services are available on all mobile phones. Click [here](#) for compatible devices and further information. We recommend you download any updates published for the app. It may not work unless it is regularly updated.

6. Do I need a licence to use the app?

Yes. For as long as you're entitled to use the app (see Section 3), we give you a licence (and permission) to use the app and all supported features in accordance with these terms and the rules and policies of the relevant application store through which you downloaded the app. For example if you downloaded the app through **Apple App Store** they require:

- } That you comply with these terms in full;
- } That you don't transfer or sub-license or attempt to transfer or sub-license this licence to anybody else;
- } That you don't alter or attempt to alter the app or any part of it;
- } That you don't copy or reproduce or attempt to copy or reproduce the app or any part of it or any of its content (including our and any Network Provider's trademarks and intellectual property); and
- } That you don't interfere or attempt to interfere with the app in any way.

More generally, in using the app, you must respect the rights of others (including their intellectual property rights) and in a way that is not illegal, immoral, offensive, in breach of any laws or in a way that is likely to cause us reputational damage.

If you don't comply with these terms, this licence will be automatically cancelled and you won't be entitled to use the app any more. If you're no longer entitled to use the app, we may ask you to remove it from your mobile phone and you agree to do so if that happens.

7. Will I be charged for using the app?

There is no charge to download the app. For the amount of your monthly Virgin Media Protect premium you will receive insurance and the Mobile Rescue service. The app is available for compatible devices as part of your service. You will incur:

- } Data usage fees for the 'Click-to-Call' internet call feature, calculated at your normal Virgin Media rates; and
- } Data usage fees for using the app, calculated at your normal Virgin Media rates.

Calling the Mobile Rescue 0800 068 4192 helpline is free of charge when called from inside the UK, but you will incur charges if calling or using the app from abroad.

Please click [here](#) for more details of the relevant call charges.

We may withhold your right to use the app if your payments are in arrears for your Virgin Media Protect premiums and/or your account is suspended. If you cancel Virgin Media Protect or your Mobile Rescue, you won't be able to use the services provided by this app.

8. How do I get started?

Simply download the app from the relevant app store then open it to get set up. To use the app and services provided through the app, click on 'get started' to accept the end-user licence agreement (EULA), Terms of Service and Privacy Policy.

9. What personal information do you collect about me and how will you use it?

When you accept the terms and install the app, we will collect personal information from you on your use of the mobile phone and any supported devices. We will also collect information on your use of this app and when you use any of the services it provides. We may need to have direct access to various functions on your mobile phone such as your settings information, your battery storage levels, performance of the app and your devices and data levels and information regarding your installed applications.

Click [here](#) for full details about the information (including personal information) we collect and how we use it in our Privacy Policy.

As part of the services, we will need to send you information on and updates to the app. We will not use the app for marketing purposes and by installing this app you agree to receive service only communications.

10. Will the app always work?

Our aim is that the app will be available 24/7 but that may not always be possible. For example there may be times when we have to update the App or test its functionality when certain features may not be available. Our 'Click-to-Call' and 'Click-to-Chat' service is only available during published opening hours.

Where we provide technical support services to you, we will provide these with reasonable care and skill.

We are not responsible for content, websites, products and services created or provided by anyone other than us which you may access via the app.

Under general law, certain terms are implied into these terms and you have statutory remedies should these implied terms be breached. All other terms and conditions that might otherwise be implied into these terms are excluded to the fullest extent permitted by law.

11. How are liabilities dealt with?

We limit our liability under these terms in two ways.

- } We do not accept any liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- } We consider this reasonable as the terms specifically provide that you are not entitled to use the app for business purposes so these types of losses should not arise if you comply with these terms.
- } Subject to that exclusion of liability, we generally limit our liability under these terms to an aggregate amount of £100 but only to the extent that we are permitted to do so at law.

12. How do I cancel the app? Can you cancel the app?

You can stop using and delete the app at any time (there's no need to tell us when you do this).

Deleting the app will terminate this licence, although your Virgin Media Protect insurance with Mobile Rescue will continue in accordance with its terms. Deleting this app will not extinguish your or our liability for any prior breaches of these Terms.

We may remove your right to use the app and terminate the licence in these terms if you are no longer eligible (**see Section 3**), if there is a change in law or technological developments which make the provision of the app or the technical support services impossible, if the future cost of support exceeds our reasonable estimate or for any other good reason.

We will give you at least 30 days' notice of termination by text, email or in writing using the contact details provided by you.

13. Can you change these terms?

We can change these terms at any time. Where we improve the service we can make the change immediately without notice. If we reduce or end the service we'll give you at least 30 days' notice by text, email or in writing using the contact details provided by you or by issuing updated terms via an update to this app. You can delete the app if you aren't happy with our changes. You don't need to tell us if you delete the app.

14. What do I do if I want to complain about the app?

If you're not happy with our service you can call, email or write to us to complain at any time (**see Section 2** for our contact details). We aim to resolve all complaints immediately but always within two weeks.

15. Are there any specific terms that apply if I use the Apple App Store to download the app?

Yes, if you download the app from the Apple App Store, Apple requires us to comply with their Apple App Store terms and conditions. For these purposes, you confirm and agree that:

- } Your use of the app will comply with the App Store terms of service which are available on the Apple website;
- } These terms create a contract between you and us – and not Apple – but Apple and its subsidiaries, as beneficiaries of these terms, are entitled to enforce the terms of these terms directly against you;
- } Apple has no responsibility for the app or its content;
- } Apple has no responsibility for providing maintenance and support services for the app;
- } If the app fails to meet any applicable warranty, you may notify Apple who may refund any purchase price you paid for the app but otherwise has no other warranty responsibility. Any other claims or liabilities in relation to warranties are solely our responsibility;
- } Apple has no responsibility for claims relating to the app or the possession or use by you of the app. These may include product liability claims, claims that the app does not meet applicable legal or regulatory requirements or consumer protection and similar claims;
- } We and not Apple are responsible for any intellectual property infringement claims brought by third parties arising from your use and possession of the app; and
- } You are not located in any country which is subject to a US embargo, is designated by the US Government as a terrorist supporting country nor are you on any list of prohibited or restricted persons maintained by the US Government.

16. Are there any other terms?

Yes, the following general terms also apply:

- } We can transfer our rights and responsibilities under these terms and conditions to third parties

- ◆ Where any provision in these terms is determined not to be valid, enforceable or binding, the remainder of the terms shall not be affected so that the contract created by these Terms continues to have effect in every other respect.
- ◆ The law that applies to this contract will be the law of the part of the United Kingdom that you live in (England and Wales unless you live in Scotland, in which case Scots Law applies, or Northern Ireland, in which case Northern Irish Law will apply) and all communication from us will be in English.