

The Legal Stuff

Terms and conditions of service – Pay As You Go

1. Introduction

1.1 The parties: The Services covered by this Agreement are provided to you by Virgin Mobile Telecoms Limited, trading as Virgin Mobile, (part of the Virgin Media Group) (registered in England company number 3707664). Registered office address: Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP. Our VAT number is 591819014. In this Agreement, when we say Virgin Mobile, “we”, “our” or “us” we mean Virgin Mobile Telecoms Limited. When we say “you” or “your” we mean you, our customer.

1.2 Definitions: This Agreement contains various words that start with a capital letter and have a defined meaning, eg. “Charges”. We set out below what these defined words mean. Additional Services means optional Services (for example Roaming, access to Services charged at premium rates or Content) which are chargeable at the rates set out in our Tariff Table. Age Restricted Services means any of the Content or Services that are specified for use by customers of a specified age (usually 18) or over. Agreement means these terms and conditions and the Charges and other details in our Tariff Table that apply to your account. Additional terms may apply to Additional Services or any promotional or special offers but we will notify you of these before they apply.

Charges means charges for access to and use of the Services as set out in the Tariff Table. Charges may cover (without limitation) call and usage charges, fixed periodic charges (if applicable), all reasonable administration charges, and any costs incurred in collecting outstanding payments from you. Content means information, images and sounds, communications, software or any other material contained or made available through the Services. Messaging Services means the voicemail storage and retrieval service and/or any other type of message storage and retrieval service that we may offer from time to time. Network means the telephone system that provides our Services. Other Legal Stuff: as well as the terms and conditions set out in this document, there are additional terms and conditions which apply to your Services as published by us on our website as updated by us from time to time. If there is any conflict between the Other Legal Stuff and the terms and conditions in this document, the Other Legal Stuff will apply. Roaming is an Additional Service that allows you to access the Services on a network belonging to another operator, usually in a foreign country. Services means the mobile telephone services offered by Virgin Mobile including Additional Services and Messaging Services where appropriate, which we have agreed to provide to you. SIM means the SIM card which contains your Virgin Mobile phone number and enables you (together with a handset or other equipment) to access our Services. Tariff Table means Virgin Mobile's current list of Charges and prices which is updated from time to time and available on our website, in our latest catalogue, or from our Team upon request. Team means the Virgin Mobile customer service team. Our contact

details are set out in clause 8.1. Top Up means a voucher, receipt or other pre-payment mechanism that allows you to add credit to your account by one of the means we offer so that you can access our Services.

2. Our agreement

2.1 Commencement: This Agreement will start, and you are deemed to accept the terms and conditions of this Agreement, when you first credit your account with us or first use our Services, whichever happens first. We will make the Services available to you on the terms and conditions of this Agreement and will connect you to the Network as soon as we can so that you can access the Services.

2.2 Transfer: This Agreement is personal to you and you may not transfer any of your rights and responsibilities under this Agreement without our consent. However, you may transfer your SIM without our consent but for security and fraud prevention reasons we may temporarily suspend such SIM unless you notify us of such transfer. The terms of this Agreement will also apply to anyone you transfer your SIM to. Please contact the Team first if you do want to transfer your SIM. We may transfer any of our rights and responsibilities without your permission provided that the Services you receive or the rights you have under this Agreement are not materially reduced as a result.

2.3 Your handset: This Agreement only covers the provision of the Services by us to you. It does not cover any handsets or other devices you may have received with your SIM or as part of a package, either directly from us or through a third party retailer. Please see clause 4.8 if you need to return your handset or your SIM.

3. Creating and using your account

3.1 Your account: We will open an account for your SIM. We will apply Charges (being the Charges for our Services that you use) to your account. You will be responsible for paying all Charges on your account whether or not they have been incurred by you personally.

3.2 Top Up your account: Your account needs to be in credit with us if you want to use our Services. You can add credit to your account by purchasing a Top Up and applying such Top Up to your account or we accept payment by credit card or debit card. However, if we have reasonable cause to believe that your payment will be dishonoured or we cannot validate any payment card details you provide to us, we may refuse your chosen payment method and request another method. As Charges are incurred they will be deducted from any amounts credited against your account.

3.3 Charges: Charges for your use of the Services will be set out in the Tariff Table. We may amend the Charges as set out in clause 5 of this Agreement.

3.4 No refund: If you don't use all of the credit in any Top Up that you purchase, or such Top Up expires (if applicable) then we will not give you a refund for it. If this Agreement is cancelled (unless you cancel in accordance with Clause 5.4) then you will also lose any credit you have on your account and we will not refund it to you.

3.5 Top Up restrictions: Top Ups may have restrictions around their validity or use. For example, some Top Up vouchers may have an expiry date by which any credit on them needs to be used. All details or rules concerning Top Ups will be available to you before you purchase a Top Up either by being set out on any printed material that accompanies the Top Up, on our website or available from our Team on request.

3.6 No credit: If you do not have any credit left on your account then you will not be able to make any outgoing calls except to the emergency services or to the Team, or to call a number we have provided so that you can Top Up. You will also not be able to use any of the Services that would incur Charges. You will still be able to receive incoming calls (unless you are Roaming).

3.7 Keep talking!: You need to use our Services at least once within any 180 day period either by making a chargeable call or sending a text message. If you don't we may suspend your access to the Services and disconnect you from the Network. We don't really want to lose you as a customer so please ensure you keep talking or texting!

4. Provision of service

4.1 Availability: We will try to make our Services available to you at all times but quality and availability could be affected by factors outside of our control, such as the weather, or faults in the Network or any other networks used to provide the Services to you. The Network we use for the provision of our Services may from time to time need upgrading, maintenance or other work which may result in interruptions or unavailability. Where this is the case and our Network provider has informed us, we will detail any interruptions or unavailability on our website and details will also be available from our Team. We will do all we can to keep such unavailability to a minimum.

4.2 Use of the Services: The Services will be available to you provided you:

- comply with your obligations as set out in this Agreement;
- are in range of the base stations forming the Network (or that of our partners when Roaming) when you try to use the Services;
- do not use the Services for anything illegal, immoral or improper;
- only use the Services with the equipment and SIM we have approved for use on the Network;
- give us valid information we reasonably ask for and do not give us false information;
- follow all reasonable instructions we give you and any reasonable guidelines we make available to you;
- do not use the Services for making abusive, offensive, indecent or nuisance calls, for sending spam or unsolicited emails or text messages, for making or receiving reverse charge calls or for infringing another person's rights including copyright or other intellectual property rights.
- do not use the Services for commercial or business purposes.

4.3 Your SIM: Any SIM we provide to you remains our property and must be returned to us if we ask for it back. You must keep your SIM safe and can only use it to access our Services. If your SIM is lost, stolen or damaged call the Team immediately for another SIM. If your SIM is lost or stolen you will be liable for all Charges relating to use of the SIM (including call Charges) up to the time that you notify us that your SIM is lost or stolen, regardless of whether the Charges have been incurred by you or someone else. If you lose the SIM you might be liable to pay a reasonable replacement charge, details of which are set out in our Tariff Table.

4.4 No reselling: You may not sell or otherwise make our Services available to others or commercially exploit our Services or any Content in any way.

4.5 Phone numbers: We grant you the use of a phone number. In exceptional circumstances, the telecommunications regulator OFCOM may order the reallocation or change of mobile phone numbers, in which case we may have to change the phone number we make available to you.

4.6 Content: We will use reasonable endeavours to maintain any Content that is provided by us or our appointed third party Content suppliers. However, as Content is obtained from a large range of sources, it is provided on an 'as is' basis and we do not represent to you that any Content is of satisfactory

quality, accurate, error free, secure, fit for a particular purpose, complete or suitable. For restrictions around Content provided by third parties please see clause 6.3.

4.7 Roaming: Our Services may be available to you in countries outside of the UK if we or the partner who provides us with our Network have roaming arrangements in place. You may need to activate Roaming on your handset by contacting the Team before you leave the UK. The Charges for Roaming are set out in our Tariff Table or are available from the Team on request. Please be aware that when you use your phone abroad incoming calls also incur a charge.

4.8 Returns: If you have obtained your handset or SIM directly from us, for example, through our website www.virginmobile.co.uk, through a Virgin Mobile or Virgin Media Store or by speaking to our Team then you will be entitled to benefit from any customer satisfaction guarantee and equipment warranty that we provide. Full details of such customer satisfaction guarantee and warranty are available on our website and are also available from our Team on request. If you have obtained your handset or SIM from another source, for example a high street retailer who may offer services from a variety of networks, any customer satisfaction guarantee and warranty that we provide will not be available to you. You should check directly with the retailer where you obtained your handset or SIM what their policy is should you wish to return the handset or SIM or if either of them develops a fault. If you do return your handset or SIM for

any reason set out in our Tariff Table will be charged for any calls or use of our Services at the rates set out in our Tariff Table.

4.9 Additional Services: We may offer you new services that may be of interest or benefit to you. Charges for any Additional Services will be specified in our Tariff Table and any special terms and conditions for such Additional Services will be specified on our website or be available from our Team on request. We may require you to show a satisfactory credit score or billing history before we provision you for access to some Additional Services.

4.10 Other Legal Stuff: As well as these Terms and Conditions, the Services have Other Legal Stuff which applies to the Services and their use, as published by us on our website. These may be updated from time to time so please check the website regularly virginmobile.co.uk/legal and read through it carefully. This Other Legal Stuff includes our 'acceptable use policy' or 'fair use policies' virginmobile.co.uk/legal, copies of which are available on our website.

5. Changes to this agreement, the charges or our services

5.1 Making changes: We may change this Agreement at any time for Network security reasons, legal or regulatory reasons, or if we wish to have all of our customers on the same terms and conditions for Services. We may also need to change or withdraw all or part of our Services or any Additional Services if they are uneconomical, technically impractical, not fulfilling their purpose for you or us, or as a result of changes in technology or changes made by our Network supplier. We may also change our Charges or introduce new Charges.

5.2 Details of any changes: Any changes we make will be available on our website or be available from our Team on request. Changes to the Charges will be reflected in the Tariff Table. Please check our website regularly for any changes.

5.3 Significant changes: We will notify you at least one month in advance of any change coming into effect if we make any changes to your Agreement, the Services or any Additional Services you are using, or to the Charges for any Services or Additional Services you are using, which are likely to be of material detriment to you.

5.4 Non acceptance of changes: If you do not accept any changes notified to you in accordance with clause 5.3 you can cancel this Agreement or are free to stop using our Services. If your account is in credit we will refund you the amount of any credit you have paid for (excluding any initial airtime or other credit we may have credited to you). To claim your refund you must write to the Team within 90 days of the date of the change coming into effect.

5.5 Acceptance of changes: Any continued use of our Services or Additional Services after the date of the change will be deemed to be acceptance by you of the relevant change.

5.6 Communicating with you: If we do need to notify you of a change in accordance with clause 5.3, or otherwise need to communicate with you in respect of our Services or this Agreement, then we will do this by sending you an email or a text message. However, we may also choose to communicate with you by any of the following means as well: by mail, phone, electronic messaging, by placing a recorded message on the phone number for the Team, by the means set out in clause 5.2, or by some other means. We will use the most recent contact details that you have given us (if any).

6. Liability

6.1 Exclusions: In terms of this Agreement, we exclude all liability to you in any way for:

- (a) any losses where we are not at fault;
- (b) any loss of income, business or profits;
- (c) any corruption of data in connection with the use of the Services; or
- (d) any losses or damages which were not reasonably foreseeable when we entered into this Agreement.

6.2 Limited liability: We are only liable to you as set out in this Agreement. We will pay for any damage or losses if we are liable to you for something we or anyone working for us does or does not do. However, our obligation to pay damages or losses is limited to £3,000 for one incident or £6,000 for a number of incidents within any 12 month period. Nothing in this Agreement removes or limits our liability for death or personal injury caused by our negligence, or for any fraudulent mis-representations we make.

6.3 Third parties: You may be able to use our Services to upload or transmit email or Content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as the "pipe" transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We therefore have no responsibility or liability to you for these third party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit.

6.4 Timeliness: You must tell us about any claims you want to make against us as soon as reasonably possible. This will allow us to look into your claim and any relevant account records we have on our systems before we delete the records in accordance with our legal obligations.

6.5 Things beyond our control: We will not be liable to you if we are unable to provide you with the Services, or perform any of our obligations under this Agreement because of something beyond our control. Such factors may include, but will not be limited to, acts of God, industrial action, war, terrorist act, governmental action, any act or decision made by court of competent jurisdiction, or delay, default or failure by a third party supplier or network operator.

6.6 Continuation: This section 6 will apply even after this Agreement has ended. If you are a consumer, the terms of this Agreement will not affect any rights you have under any statute which cannot be excluded by the terms of this Agreement. For more information on the rights you have under statute contact your Local Authority Trading Standards Department or Citizens Advice Bureau.

7. Suspending or disconnecting access to our services

7.1 Suspension for Network problems: We may suspend your use of the Services or disconnect any SIM from the Network without warning if the Network needs urgent maintenance or upgrading. We will try to make sure this does not happen often.

7.2 Suspension for other reasons: We may also suspend your use of the Services and disconnect your SIM from the Network without giving you notice if you, or anyone who uses your SIM:

- (a) does not keep to the conditions of this Agreement, including the provisions of clause 4.2, or any other agreement with us, for example, any terms and conditions relating to Additional Services or any promotional or special offers;
- (b) damages the Network or puts it at risk;
- (c) continually harasses, abuses or threatens our staff;
- (d) notifies us that your SIM has been lost or stolen;
- (e) is required to be suspended following an order, instruction or request from

any governmental body, any emergency service organisation, or any other person or organisation with the appropriate authority to request such suspension;

- (f) has provided us with information that we reasonably believe is false or misleading;
- (g) chooses not to use our Services within a 180 day period either by making a chargeable call or sending a text message;
- (h) we reasonably believe that there has been fraudulent activity on your account; or
- (i) contravenes any acceptable use policy we have notified you about (as set out in clause 4.10) and you continue to use the Services in breach of that acceptable use policy after we have notified you of any breach.

7.3 Reconnection Charges: We may charge you a fee to reconnect you to our Services except where the reconnection is required as a result of Network problems as set out in clause 7.1. Details of any fee are set out in our Tariff Table.

7.4 Messaging Services: We may turn off your Messaging Services if they are inactive for an extended period of time but we will let you know before this happens. If we do turn off your Messaging Service you will lose all of the content in your Messaging Services and we will be unable to forward any unopened or unsent messages to you or anyone else.

7.5 Unlocking your handset: Handsets that are used to access our Services are locked to the Network. If you wish to unlock your handset from the Network you will need to contact our Team and pay the Charges for

unlocking your handset as set out in the Tariff Table. You will also need to have paid all Charges owing on your account before we unlock your handset. For security reasons you will also need to register the handset you wish to unlock with us before we unlock it for you.

8. Queries, disputes and contact details

8.1 Contact us: If you have a complaint or query about our Services, you can contact us at any time by calling the Team on 0345 6000 789* (789 from your Virgin Mobile handset) in the UK, by writing to us at Virgin Mobile, The Team, PO Box 333 Matrix Court, Swansea, SA7 9ZJ or by emailing us through our website which is www.virginmobile.co.uk. We will try to resolve your query or dispute as quickly as possible.

8.2 Still not happy?: To give you peace of mind we are members of the Communications and Internet Services Adjudication Scheme (CISAS). This is an independent body set up to help resolve any problems with the Services we provide and the service you receive. For more information on how to refer a dispute or complaint to CISAS see www.cisas.org.uk

9. When our agreement ends

9.1 Your right to cancel: You may cancel this Agreement at any time for any reason.

9.2 Our right to cancel: We may cancel this Agreement immediately in the

following circumstances:

- (a) if we have the right to suspend your access to the Services for any of the reasons set out in clause 7.2 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;
 - (b) if you break this Agreement in any material way and do not put it right within 7 days of us asking you to; or
 - (c) if the Network owner no longer makes the Network available to us.
- 9.3 Effect of cancellation: If this Agreement is cancelled you will need to pay us on cancellation any unpaid Charges on your account and:
- (a) your SIM will be disconnected from the Network,
 - (b) you will not be able to use our Services at all; and
 - (c) you will lose your phone number (unless you move to another network).

10. Your details and how we look after them

10.1 How we use your data: By subscribing to our Services you are giving us your consent to use your personal information together with other information for the purposes of providing you with our Services, service information and updates, administration, credit scoring, customer services, training, tracking use of our Services (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after you terminate the

Services. We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions and the law.

10.2 Marketing consent: We may also, subject to your consent, use your personal information to contact you with information about special offers and rewards (this may include special offers of other carefully selected companies). We may also disclose your personal information to other Virgin companies so that they can contact you with information about their products and services where you have given us your consent to do so. But don't worry, your details won't be shared with companies outside the Virgin group for marketing purposes without your consent.

10.3 How we can contact you: If you have given us the consent referred to in the marketing consent above, then from time to time, we and other Virgin companies may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax.

10.4 Access request: You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

10.5 Recording: We may record or monitor any conversations about your account or our Services to assist us to improve the quality of service we provide to you.

11. General

11.1 Change of details: You must call the Team straight away about any change in your address, email address or any other change to details you have supplied to us.

11.2 Age Restricted Services: If you are under the specified age that may apply to any Age Restricted Services you are not permitted to access such Age Restricted Services. If you are the specified age or over and you access any Age Restricted Services you must not show, or send Content, from the Age Restricted Services to anyone under the age that may be specified on some Content or Services. If you let anyone under the age specified on any Content or Services use your handset you must also ensure that you deactivate access to any Age Restricted Services before doing so.

11.3 Severability: If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or

condition of similar meaning that is lawful and effective.

11.4 Directory information: You may ask us to enter your name, address and mobile telephone number in a publicly available telephone directory and/or a directory enquiry service operated by us or a third party. If you would like us to include your details in such a directory or enquiry service then please contact the Team.

11.5 Enforcement: Failure by either you or us to enforce any rights under this Agreement shall not prevent either you or us from taking further action.

11.6 No third party rights: This Agreement does not confer any benefit on any third party under the Contracts (Rights of Third Parties) Act 1999.

11.7 Law: This Agreement is to be interpreted in accordance with the laws of England and each of us agrees to only bring legal actions about this Agreement in a UK court.

*Please note standard charges apply, please check with your network operator for rates.

Information correct as of July 2012. For the most up to date information please see www.virginmobile.co.uk.