

Terms and Conditions

GENERAL

Revision Date: **18th November 2013**

Here are all the details on our Terms and Conditions under which Get Connected Mobile makes its network services available to you. These terms affect your rights and liabilities under law.

1.0 GET CONNECTED MOBILE PAY MONTHLY SERVICE

- 1.1 The Get Connected Mobile Pay Monthly service allows you to make or receive calls, SMS messages and send and receive data as well as access information via the internet by means of the network service provided by Hutchinson 3G UK Limited (trading as three) and delivered to you by us (Get Connected Mobile powered by Shebang).
- 1.2 Your contract agreement is made up of these Terms for Get Connected Mobile Services and your chosen Package, along with any other terms laid down in selected Additional Get Connected Mobile Services. Additional terms may apply to any promotional or special offers which can be found at www.getconnectedmobile.co.uk.
- 1.3 Our Service (The Get Connected Mobile Pay Monthly Service) is only available to customers aged 18 or over on the date of the uptake of the service.
- 1.4 Handsets which can be used to access Services are locked to our network. The software in the Handset and all intellectual property rights in that software is owned by the Handset manufacturer and you are being allowed to use the software on a limited licence from the Handset manufacturer. During the term of your Agreement for the supply of Services, you must not permit your Handset to be unlocked via any unauthorised manner (i.e. by anyone other than us or the Handset manufacturer). You must contact us if you want your Handset to be unlocked from our network. If you contact us to request that your Handset be unlocked from our network, we will arrange for your Handset to be unlocked in an authorised manner (which may include replacing your Handset with an unlocked Handset, which is the same or similar specification to your Handset) and you must pay an unlocking administration charge. In addition, you must ensure that there are no outstanding amounts owing on your account. Prior to us arranging for your Handset to be unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Handset which you may require, as this may be lost during the Handset unlocking process. We are not responsible for any information or any other data which may be lost during the Handset unlocking process. This clause will not apply to you if you have purchased your SIM on a SIM Only Basis.
- 1.5 We will provide our services within our Network Providers area but it's always possible that the quality or coverage may be affected at times due to circumstances out of our control.
- 1.6 You agree that both Get Connected Mobile and our Network Provider are authorised to process your personal data which is collected or submitted during any sales or registration process. This processing can take the form of any of the following activities; opening and managing an account for services, for the delivery of products and services ordered by you, for credit checking and fraud prevention, for product analysis and direct marketing activity (subject to your preferences) as set out in our Privacy Policy
- 1.7 As your network provider we may provide textual, visual or other information including but not limited to software, photos, graphics and sounds through the service. This is defined as content. If we provide any content we will use reasonable endeavours to ensure that this information is correct but cannot be held liable for this as it is provided on an "as is" basis. By accepting access to the content you accept that we cannot be held liable for any actions you take as a result of the content.

- 1.8 Content or technical specification of our Pay Monthly Service may vary from time to time.
- 1.9 Any content may only be used in a way which does not infringe the rights of others. This is defined as "approved use" and must be compliant with all other instructions issued by us regarding the use of the content. You must not store, modify, transmit, distribute, re-sell, copy into any other work part of the content in any form. This type of action is prohibited. Content is provided solely for personal use.
- 1.10 Only you are responsible for evaluating the accuracy and integrity of goods and services offered by any third party with regards to the content. Get Connected Mobile will not be responsible for any transaction concerning third party goods or services.

2.0 WHEN YOUR AGREEMENT BEGINS

- 2.1 Any order or request you make for a SIM card and, where applicable, a mobile handset, is an offer to receive the Get Connected Mobile Pay Monthly Service. Where an order is placed online, our acceptance of the order and delivery of your goods, signifies the beginning of a contract between you and us. If the purchase has been made in store, the contract is then made upon your acceptance of the product(s).
- 2.2 Monthly subscription charges for your tariff start upon activation of your SIM card; this is defined as point of despatch set out in Section 2.3.
- 2.3 We ensure the use of best endeavours to despatch your SIM card within one working day following receipt of your first advance line rental payment. This is not guaranteed and may be delayed by circumstances out of our control. If your SIM has not arrived within five working days it is your responsibility to inform us. We are only able to deliver your SIM card to the name and address that is registered as the account holder at the point of ordering.
- 2.4 The ownership of any SIM cards or Handsets will not pass to you, the customer, until we have delivered the items to you. At this point risk of damage or loss passes to you, the customer.
- 2.5 If for any reason beyond our reasonable control we are unable to supply the SIM card and any associated hardware, Get Connected, the network, are not liable to you, the customer.
- 2.6 When your minimum contract term has expired, we will supply you with Get Connected Mobile Services until either of us chooses to end the agreement in any of the permitted ways set out in Section 10.
- 2.7 We reserve the right to perform a credit check using the information that you provide us with during the application or contract upgrade.
- 2.8 Where SIM cards and handsets are despatched separately the acceptance of your order will always relate to the despatch of the SIM card.
- 2.9 All applications onto our network will be reviewed by our security team who may contact you for additional Information before authorising your order. We reserve the right to refuse access to the Service to anyone for any reason at any time. If you are refused access and have made an advance payment to join the network, we will refund you. Please allow up to seven working days for any refund to be processed.

Get Connected Mobile part of Shebang Technologies Group Limited.

3b Brunel Close, Drayton Fields Industrial Estate, Daventry, Northamptonshire NN11 8RB

T 0844 846 8228 **F** 0844 846 8220 **E** care@getconnectedmobile.co.uk **www.getconnectedmobile.co.uk**

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3.0 WHAT WE WILL PROVIDE YOU WITH

- 3.1 We will open an account for you and provide you with a SIM and a phone number (and we may agree to provide you with additional SIMs and phone numbers on your request). This number does not belong to you and may only be transferred to another service provider with our permission and when you have made payment for our costs. Get Connected Mobile dependent upon the tariff you choose may provide you with a mobile handset also.
- 3.2 You can move your existing mobile number to Get Connected Mobile. First, you need to ask your previous mobile network operator for your porting authorisation code (PAC), and then you will need to give your PAC to us. Once we have verified the details of your porting request, we will tell you the date when your phone number will be moved to Get Connected Mobile.
- 3.3 Once you are connected to Get Connected Mobile, we will provide you with access to our Services. The Get Connected Mobile Services will include Premium Services, provided you ask for them and we approve, and may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from the Age Restricted Services to anyone under 18.
- 3.4 We will always try and make our services available to you within our coverage area (the UK). There may be areas in this area where you do not have access to all of the services. This will be as a result of limited or unavailable coverage. For more information on this please visit www.getconnectedmobile.co.uk.
- 3.5 The SIMs we provide may only be used in handsets which are authorised by us for connection to Get Connected Mobile. Any attempt to use the SIM in another handset may result in serious damage to the handset and may prevent you from being able to use it. In these instances Get Connected Mobile are not responsible for any such damage or usage problems. For more information on this please visit www.getconnectedmobile.co.uk.
- 3.6 As your Network provider we will use all reasonable endeavours to ensure that the services are available or fault free. We cannot guarantee that this will be the case and your service may be affected by geographic, atmospheric or other conditions beyond our control.
- 3.7 We may migrate your account from one billing platform to another from time to time. Should this be the case we will notify you only if your network service may be affected in any way.
- 3.8 Get Connected Mobile reserves the right to add, substitute or discontinue any of the Get Connected Mobile Pay Monthly Services at any time.
- 3.9 From time to time we may have to:
- Alter the number of your mobile phone, or any other name, code or number associated with the Get Connected Mobile Monthly Service for reasons beyond our control. If this is the case we will provide reasonable notice.
 - Temporarily suspend the Get Connected Mobile Monthly Service (or any part of it) for operational reasons or in an emergency or for reasons of security.
 - Bar certain numbers from the Get Connected Mobile Pay Monthly Service on a temporary or permanent basis in order to prevent fraud or in circumstances where we would suffer a direct loss.
- 3.10 If you report your SIM card to us as lost or stolen we reserve the right to prevent it from being used on the network. We may also exchange the identity of any stolen items with other network operators to prevent it from being used on other networks. Replacement SIM cards are charged at a cost of £10 per SIM card, which includes postage and packaging.
- 3.11 It is your responsibility to ensure that you have adequate insurance arrangements in place for any hardware that is despatched to you as part of your contract agreement. Get Connected Mobile accepts no liability for any hardware that is lost or damaged and customers are advised to contact the manufacturer for any repair services outside of the 28 day faulty exchange policy.
- 3.12 We are proud to provide you with the ultimate network package with ultrafast Internet access. To ensure our SIM will work with your handset you need to check that it is 3G compatible by following the steps below.

1. Text the word "3G" to 78333 from the handset you are intending to use on our network (your current provider will not charge you for this service)
2. If your handset is compatible you will receive the following text message:

"Hello from Three. Good news. You have a 3G phone so you can keep on using the network built for the internet"

This is great news and means your handset is ready to use on Get Connected Mobile.
3. If your handset is not compatible you will receive the following text message:

"Hello from three. Thanks for your text. Please click on the link to see if your phone is 3g". If you follow the link it will direct you to a web page advising you, "Sorry, your phone won't work with a Three SIM. You'll need a 3G phone to switch to the network built for the internet".

If this happens, or you are unable to send a text from your existing device, not to worry, just contact our sales team for free on 0808 168 0138 to see what we can do for you today from our full range of handsets including smartphones.

4.0 YOUR USE OF OUR PAY MONTHLY SERVICE

- 4.1 Any passwords you may nominate in connection with your Pay Monthly Service account must remain confidential. We will not disclose any information about your identity to anyone until we are satisfied it is the account holder or someone with the account holders permission.
- 4.2 As part of this agreement you agree to:
- Provide us with factual information that we reasonable request in connection with this service agreement.
 - Take adequate precautions to prevent damage to your SIM card, including precaution against theft.
 - Comply with detail as described in user guides or instructions as issued by us.
 - Inform us as soon as possible if your SIM card is lost, stolen, damaged, destroyed, or likely to be used in an unauthorised manner, and that you will co-operate with us in our reasonable security and other checks.
 - Contact us immediately by calling customer service if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Get Connected Mobile Pay Monthly Service or the content, and you will at our request immediately stop the acts. If asked you must confirm the details in writing.
- 4.3 You may not, nor allow anyone else to, use the Get Connected Mobile Pay monthly Service:
- (a) for any unlawful purpose or not in accordance with fair use;
 - (b) to make a call which is, or is intended to be, malicious, fraudulent or hoax (including to the emergency services);
 - (c) to breach the rights of any third party (for example, copyright); or
 - (d) in any way which may damage or affect the operation or quality of Get Connected Mobile Pay monthly Service, the Internet or any other telecommunications system (in particular computer viruses, worms and spam should not be distributed across the Get Connected Mobile Pay monthly Service from or through any software or hardware you have connected to the Get Connected Mobile Pay monthly Service).
- 4.4 The Get Connected Mobile Service is made available to you for personal, residential use and not for commercial purposes. You may not, nor allow anyone else to use our services for auto delivery, continuing or extensive call forwarding, telemarketing, solicitation, polling, fax or voicemail broadcasting. If you breach this clause you agree to compensate us for all liabilities claims, damages, losses and costs which we may suffer.
- 4.5 The procurement of a Get Connected Mobile Pay Monthly SIM card is solely for your own use and will not be re-sold or otherwise distributed.

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- 4.6 This Service agreement in its entirety presents the rules and regulations that you must comply with in order to use the Get Connected Mobile Pay Monthly Service. During the time that we provide this service to you, you authorise us to act upon your behalf in all dealings with any provider as we deem necessary with regards to the provision of the service.
- 4.7 You will be responsible for any charges incurred for lost, stolen, damaged or destroyed SIM cards until you have informed us.
- 4.8 You are responsible for the security of your PIN's, passwords and any handsets provided and part of this agreement. Please refer to your handset manufacturer's user guide for details of how to keep your handset secure.
- 4.9 If you become aware that someone is accessing services on your behalf without your permission you should change your PIN's and passwords immediately.
- 4.10 Any non-compliance of any part of this paragraph construes as an agreement on your part to compensate us for all liabilities, claims, damages, losses and costs including legal costs that we suffer as a result.

5.0 CALL CHARGES

- 5.1 All charges for our Pay Monthly Service can be found at www.gomobile.co.uk and defines all call plan detail.
- 5.2 Call charges are quoted by the minute and are charged in one second increments and rounded up to the nearest penny unless otherwise stated. Our charges for Get Connected Mobile Pay Monthly Services are calculated using the details we have recorded and are charged excluding VAT before being rounded up to the nearest penny, VAT is added to all applicable parts of your bill. All prices are correct at the time of going to print but are subject to change. Please visit www.getconnectedmobile.co.uk for more specific detail.
- 5.3 We will provide 30 days written notice should we make any changes to the Terms and Conditions of this Service Agreement that we deem will significantly disadvantage you. The written notice will take the form of an email or text message.
- 5.4 You will be notified on your bill of any call charges for premium rate services operated by third parties.
- 5.5 Some of our bundles include inclusive or unlimited allowances which apply to certain calls, texts or data on a monthly basis. These bundles cannot be carried forward from one month to the next unless we have expressly stated this. In this context "month" or "monthly" means calls recorded by is within your monthly billing period. This may not equate a calendar month. Certain types of calls such as roaming may take longer to be billed.
- 5.6 You will be responsible for any out of bundle charges which will be detailed on your bill. For more details on these charges please visit www.getconnectedmobile.co.uk. If you are unsure if charges will be applied please refer to Customer Services.
- 5.7 Call charging rates which vary dependent on the time of day are billed according to the time of your call initiation.
- 5.8 You will be liable for all charges incurrent by the use of the Get Connected Mobile Pay Monthly Service under this agreement whether these charges were incurred by you yourself or someone else with or without your knowledge or permission.
- 5.9 We may ask you to demonstrate a satisfactory billing history, and pay a deposit, in order for us to unlock the international calling and roaming facility on your account. Please note if you use your phone abroad you will be charged for both incoming and outgoing calls.
- 5.10 Premium Rate Services are not widely enabled on the Network, however, it is not always possible to restrict some voice, SMS and Video premium rate service types. You will be liable for all out of bundle premium rate service charges that are incurred on your account.

6.0 BILL CAPPING

- 6.1 As a protection factor from "Bill Shock" we will impose a maximum limit on your account which can be confirmed by checking your account online or contacting our customer services team. If you reach your bill cap and have used your monthly inclusive allowance or minutes, texts or data, you will only be able to receive incoming calls and text messages

until you either increase your credit limit (by contacting customer services. Conditions apply and you must be able to demonstrate a good payment history and regular account usage), or make a top-up payment to adjust your spend to within your cap via your online account or by contacting our customer services team.

- 6.2 We will monitor usage of Get Connected Mobile Services at regular intervals via your account for the purpose of imposing your maximum limit, controlling our credit risk and your exposure to fraudulent usage. If usage on your account approaches the maximum limit or gives us cause for concern we will attempt to contact you via SMS, email or telephone. If you are using services which are incurring significant out of bundle charges and you have exceed your credit limit within a short period of time, these alerts may not be possible and your outgoing services may be suspended immediately without warning. Whilst monitoring your account we will not apply any call restrictions during this time to prevent any disruption to your services and you will be responsible for any spend that you incur beyond your usage limit before any service restrictions are applied.
- 6.3 You should take care when subscribing to any incoming premium rate SMS services as it is not always possible for the network to block these and you will be liable for all such charges incurred beyond your approved credit limit. We may close you're account if we are unable to contact you and these costs continue to be incurred.
- 6.4 If you have international roaming enabled, certain outgoing service types may take longer to be billed and you will be liable for all roaming charges which are incurred beyond you're approved credit limit. We may close you're account if we are unable to contact you and these costs continue to be incurred.
- 6.5 If we are forced to close you're account for excessive, premium or roaming charges and you are within your minimum term you will be subject to a cancellation charge in addition to any charges accumulated on your account at the point of termination. The cancellation charge will be calculated as a lump sum equivalent to the total of the monthly charges remaining during the minimum term of your agreement.

7.0 PAYING YOUR BILLS

- 7.1 You must pay us all Charges for all Get Connected Mobile Services which are accessed using the SIM(s) we supply you or which are accessed using your Device(s), whether the Get Connected Mobile Services are accessed by you or by another person, with or without your permission.
- 7.2 We will send you a bill periodically and this will usually happen monthly. However, we reserve the right to change the frequency of the billing period, and would give you at least 14 days' notice of this in writing.
- 7.3 Your bill will comprise of your fixed monthly subscription charge for the coming period as well as any calls, data or messages outside of your inclusive bundle from the last period. It may also contain a charge for any device, depending on the scheme that you have chosen. Customers taking advantage of our Free Line Rental Offers will still pay full price for the full contract period and will receive their free months at the end of the original contract term.
- 7.4 On your bill you will find a call history log detailing all calls that have been made on your account and the relevant and applicable charges for these (shown including VAT). Should you require a VAT invoice we are more than happy to provide one however there may be a charge for this. If this is the case we will inform you of the charge in advance.
- 7.5 We provide all bills in either paper or electronic form. There may be a charge for paper billing and any such charges will be notified on your bill. You must provide us with a valid email or postal address and notify us of any changes to these details so we can continue to ensure you receive your bills.
- 7.6 Your monthly bill must be paid by the due date by Direct Debit.
- 7.7 Paying your bill by direct debit is the easiest and safest way to pay. The set-up of this will be offered at point of sale. Your direct debit guarantee is offered by all banks and building societies who take part in the Direct Debit Scheme and the bank or building society you use will ensure an efficient and secure service is offered. The date this payment is due will be around

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the same day of every month and will be notified to you by SMS and email when your bill is generated (approximately 10 days before your payment is due to be taken). You will also be notified of the amount to be taken and it is your responsibility to ensure that sufficient funds are in your account as Get Connected Mobile will not be liable for any bank charges that you incur due to a failed payment. If you cancel you're Direct Debit your services will be suspended immediately.

- 7.8 If you fail to pay your account on time, you will be breaking your agreement and your services may be suspended as detailed in section 9 or disconnected as detailed in section 10. In this case you will have to pay all outstanding charges including a lump sum equivalent to the total of the monthly charges remaining during the minimum term of your agreement as detailed in section 11.
- 7.9 Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account remains outstanding, we will authorise recovery procedures, which will incur costs. Any costs incurred to collect the debt, will be added to the Final Balance, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. We can also assign your debt to a third party company. The assignment of debts will involve the sale of your debt and account information to a third party company – this information may include your name, address and contact data, year of birth, debts owed, payment history and other information necessary to help recover the debt.

8.0 CHANGING YOUR TARIFF, BILLING DATE AND MINIMUM TERM

- 8.1 The Get Connected Mobile Pay Monthly Service is subject to a minimum term. This will be fully explained to you before you agree to uptake the service at point of sale. Upon activation you will be allocated a billing date which will remain the same on a monthly basis.
- 8.2 If your Minimum Term is one month then a Minimum Term of one month will start on the anniversary of your billing date each month following unless you cancel your contract by following the detail in Section 10.
- 8.3 If your Minimum Term is greater than one month the continuation of this service agreement will apply until you cancel your contract following the detail in Section 10.
- 8.4 Where you have notified us that you wish to move to another Get Connected Mobile Pay Monthly Tariff this will take place on your next Billing Date unless we advise otherwise.
- 8.5 If you change your tariff for any reason i.e. upgrading or moving to a promotional offer any unused bundle minutes, sums messages or data will not be carried forward.
- 8.6 You may request to change your tariff by contacting Get Connected Mobile Customer Care but please note you cannot lower your monthly tariff payment if you are still operating in your Minimum Term. This does not affect your right to cancel your contract under Section 11.

9.0 SUSPENDING THE SERVICE

- 9.1 The Get Connected Mobile Pay Monthly Service may be suspended immediately if:
- Repairs, maintenance or introduction of new aspects of the service are required
 - We are instructed by government, emergency services or any other competent or lawful authority instructs us to do so
 - to protect you under paragraph 4.3
 - You make threats, are persistently abusive or repeatedly cause annoyance or a nuisance or act illegally towards our staff or property or that of our agents or;
 - You do anything or permit anyone else to do anything which we reasonably believe will adversely affect the service to other customers or adversely affects Get Connected Mobile
 - You fail to pay your bill by the required due date
 - You do not have an active direct debit agreement set up on your account
 - You have exceeded your Credit Limit

- 9.2 If there appears to be an unusual use of the service we provide to you – i.e. the volume or destination of your calls increases significantly, we may suspend the service to protect you. We will only ever do this in exceptional circumstances and will attempt to contact you beforehand.
- 9.3 Where more than one user is set up on the account the actions or suspected actions of one sole user may affect the suspension of the entire account. This will occur if we reasonably suspect fraudulent activity or money laundering in relation to any user of the account.
- 9.4 You are liable for all charges incurred throughout the term of any suspension.
- 9.5 If we suspend you for any reason as detailed in paragraph 9.1, we reserve the right to end you're agreement as detailed in paragraph 10.4 and if you are within your minimum term you will be subject to a cancellation charge in addition to any charges accumulated on your account at the point of termination. The cancellation charge will be calculated as a lump sum equivalent to the total of the monthly charges remaining during the minimum term of your agreement.

10.0 ENDING THIS AGREEMENT AND DISCONNECTION OF GET CONNECTED MOBILE SERVICES

You end the agreement

- 10.1 Should you wish to cancel your Service Agreement you can do so at any time by written letter to Get Connected Mobile, 3b Brunel Close, Drayton Fields Industrial Estate, Daventry, Northamptonshire, NN11 8RB, delivered by 'Recorded' delivery only, or, by email to cancellations@getconnectedmobile.co.uk. You can also complete our online form at
- 10.2 For one month rolling contracts, there is a 30 days cancellation period will take effect from your notice date (day of notice is day 1). Please note it takes up to 48 hours for us to process your cancellation. Our cancellations team will notify you of your termination date and you can continue to use your full services until that point. You will receive your monthly bills as normal and on closing your account you will receive a final bill for any additional charges that have occurred during the cancellation period.
- 10.3 If your minimum term commitment is longer than one month, your cancellation request will take effect immediately however you will be subject to a cancellation charge in addition to any charges accumulated on your account at the point of cancellation. The cancellation charge will be calculated as a lump sum equivalent to the total of the monthly charges remaining during the minimum term of your agreement. These charges will be notified to you before you cancel.

We end the agreement

- 10.4 Get Connected Mobile may end your Service Agreement at any time by emailing you with 30 days' notice. We may also end our Service Agreement with you immediately if:
- If we have the right to suspend your Get Connected Mobile services on any of the grounds in Section 9 and we believe that the grounds have not been, or are unlikely to be, rectified.
 - You breach a serious term of this Service Agreement, i.e. You do not comply with paragraph 4.3
 - We reasonably suspect fraud or money laundering by you or someone using your accounts of you fail a credit or fraud prevention check.
 - You provide us with false or misleading information
 - You are the subject of bankruptcy or insolvency proceedings or if you do not make payment under a court judgement / fine or you make an arrangement with your creditors or a receiver or administrator is appointed over any of your assets or you go into liquidation or:
 - We are no longer able to provide the Get Connected Mobile Pay Monthly Service to you despite making all reasonable efforts to do so.

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- 10.5 If we end your agreement under paragraph 10.4 and your minimum term commitment is longer than one month, your services will be terminated immediately and you will be subject to a cancellation charge in addition to any charges accumulated on your account at the point we terminate your services. The cancellation charge will be calculated as a lump sum equivalent to the total of the monthly charges remaining during the minimum term of your agreement.

11.0 EFFECTS OF ENDING THIS AGREEMENT

- 11.1 If this agreement ends, we will close your account and Disconnect you and you will not be able to use the Get Connected Mobile Services or make emergency calls.
- 11.2 You must immediately pay all charges you owe up until the agreement ends. If the agreement is ended within the minimum term, the charges will include a cancellation fee in addition to any charges accumulated on your account at the point of termination. The cancellation charge will be calculated as a lump sum equivalent to the total of the monthly charges remaining during the minimum term of your agreement.
- 11.3 You must notify us when cancelling if you wish to port your number to another network as we will need to provide you with a Port Authorisation Code (PAC). You only have 30 days from when we issue you your PAC code to complete the port with your new provider or the number will expire.

12.0 7 DAY COOLING OFF PERIOD

- 12.1 You are entitled to cancel this Agreement pursuant to the Consumer Protection (Distance Selling) Regulations at any time up to 7 days after your order has been accepted for the Service, provided that you notify us in writing of such cancellation. You can notify Get Connected Mobile in the following ways:
- Written letter - Get Connected Mobile, 3b Brunel Close, Drayton Fields Industrial Estate, Daventry, Northamptonshire, NN11 8RB. Delivered by 'Recorded' delivery only.
 - Email - cancellations@getconnectedmobile.co.uk
 - Web Form - www.getconnectedmobile.co.uk/7daynotice
- 12.2 You must return your SIM within 10 working days of giving your notice. No outbound activity of calls, texts or data usage should take place after the cancellation notice of connection to the network. Any activities after the notice date will waiver your rights to cancellation and your minimum agreed terms will continue.
- 12.3 All Hardware and SIM's must be returned to the following address: Get Connected Mobile, 3b Brunel Close, Daventry, Northamptonshire, NN11 8RB before the tenth working day after cancellation at your own cost.
- 12.4 Notice Date - Your notice date will be the date Get Connected Mobile receive your correspondence by any of the three methods detailed in paragraph 12.1
- 12.5 On 7 day cancellations, you are entitled to a full refund if returned within the ten working days and no usage activity is on the account after the notice of cancellation. It is the customer's responsibility for the safe return of goods (a tracked/insured service is recommended when returning hardware). All items must be returned in their original packaging and full contents included, along with original documentation and proof of purchase. Items returned in a less than pristine condition and / or damaged or missing packaging will incur charges to cover the cost of the items. These charges will be pursued by Get Connected Mobile. Should items not be received then it cannot be accepted as a 7 day cancellation and you will be liable for the full duration of your contract.
- 12.6 You will be required to pay for any out of tariff inclusive calls, texts, or data usage that you may have used up to and including the cancellation notice. This amount will be calculated on your final bill.

13.0 SERVICE AGREEMENT CHANGES

- 13.1 We can change the detail of this service agreement including our charges at any time and will notify you of any significant changes via email to the address provided to us upon registration for our services or via your bill. If you continue to use the Get Connected Mobile Pay Monthly Service after the date on which the change comes into effect then you agree to the changed Service Agreement and are bound by this.
- 13.2 Get Connected Mobile may change the terms of your agreement on the following basis: We will notify you at least one month in advance if we decide to:
- (a) Discontinue the services
 - (b) Make any changes to the service which are likely to be of detriment to you
 - (c) Increase the fixed periodic charges for the services by an amount which is more than the percentage increase in the Retail Prices Index Figure in any twelve month period
- 13.3 You are able to end the Service agreement for such variations as explained in 13.2. Subject to the above you will not be able to end the agreement if such variation or increase is:
- (a) Due to changes in the law, government regulation or licence which affects Get Connected Mobile or
 - (b) Relates solely to additional services.
- 13.4 You will be deemed to have accepted the variation if you continue to use the services after the variation has taken place.

14.0 OUR RESPONSIBILITIES

- 14.1 We do not exclude any of our liabilities that cannot by law be restricted. These include our liability for:
- (a) Death or personal injury caused by our negligence (or the negligence of our agent)
 - (b) Fraud
 - (c) Any liability under Part 1 of the Consumer Protection Act 1987
- 14.2 Get Connected Mobile will remain responsible for any direct losses you suffer as a result of us breaking this Service Agreement with you or if the losses are a foreseeable consequence to the both parties at the time you enter into this agreement. Our liability shall not in any event include losses which happen as a side effect (these may include loss of profits, wasted expense or loss of opportunity etc.) If you suffer any loss you must let us know immediately.
- 14.3 Further and subject to paragraph 14.2 we will also not be responsible for the loss, deletion or corruption of any Content transmitted or maintained by the Get Connected Mobile Pay Monthly Network unless this is as a direct result of our negligence.
- 14.4 If at any time you experience a problem with our service you should contact the Customer Service team
- 14.5 We shall not be held responsible for any delay or failure to provide the Get Connected Mobile Pay Monthly service for reasons beyond our reasonable control. An example of some of these events is the following; any act of God, any failure or shortage of fuel or transport, Civil war, chemical or biological contamination, terrorism, armed conflict, local conflict of any kind, failure by a utility company, local authority or any such body, any blockade or embargo, any official or unofficial strike or other dispute etc.
- 14.6 If we are found liable we shall not pay out any more than £500 in any 12 month period.

15.0 COMPLAINTS

- 15.1 At Get Connected Mobile we aim to provide you with an unrivalled customer experience around the clock. We hope that you will never have a reason to be unhappy about any aspect of our services; however, our Customer Care Team is dedicated to helping you reach a resolution of any issue and so if you are not satisfied you should contact them straight away.

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- 15.2 We will always work hard to resolve any complaint within one business day although there may be times where a more detailed investigation is required in which case we aim to resolve your issue within five business days. In any situation where you feel your complaint has not been resolved in full you can ask for it to be escalated to a Supervisor or Manager. If there is nobody available at the time our Customer Care Team will arrange a call back for you.
- 15.3 If you are still not happy you should send your complaint in writing directly to our Head of Operations at the following address:
Get Connected Mobile, 3B Brunel Close, Drayton Fields Industrial Estate, Daventry, Northamptonshire, NN11 8RB
Please ensure you include any reference numbers that you have been provided with, the full details of your complaint and your resolution requirements. We aim to resolve all written complaints within two weeks and will contact you directly by phone or in writing with the results of any internal investigations and conclusions.
- 15.4 If we have been unable to reach an agreement with you within 8 weeks of you first complaining to the company you are entitled to take your dispute to CISAS at the address below (Communications & Internet Services Adjudication Scheme). We may present you with a deadlock letter and refer you to the scheme earlier if we believe we have done everything we can to resolve your complaint but have been unable to reach an agreement with you.
Communication and Internet Services Adjudication Scheme, The Chartered Institute of Arbitrators, 24 Angel Gate, City Road, London, EC1V 2PT
You will also be able to get independent advice by visiting your local Citizens Advice Bureau or by calling them on 08454 04 0506.
- 15.5 Whilst we are more than happy to work with independent companies to help resolve any grievance that you may have, we would always request that you follow the process above and contact us first so that we can resolve your issue efficiently, with minimal disruption and inconvenience to yourself.
- ### 16.0 GENERAL INFORMATION
- 16.1 If there are any changes to your personal information including your name, address, card, or bank details you must inform us. We reserve the right to request proof of identity and address at any time during the application or contract term.
- 16.2 The consent of Get Connected Mobile is absolutely required prior to any transference of rights or responsibilities under this agreement. We can transfer all or part of the service with you at any time providing that the received service levels are not significantly reduced.
- 16.3 We may change the detail included in this Service Agreement at any time. Any changes will be posted on our website www.getconnectedmobile.co.uk. You will need to check this regularly for updates.
- 16.4 Any notice under this service agreement must be in writing and delivered to us either by hand or sent by pre-paid post to the address provided on your bill or to you at the address stated in your application, unless otherwise stated.
- 16.5 A person who is not party to your Service Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any part of this agreement but this does not affect any right or remedy of a party which exists or is available apart from that act.
- 16.6 If any part of this agreement is found to be invalid by any Court or other regulatory or competent body then the remainder of the agreement will not be affected and will remain in force.
- 16.7 This Service agreement is subject to English Law.
- 16.8 If you, we or our network provider delay or do not take action to enforce our respective rights under this agreement this does not stop you, us or them from taking action at a later date.
- 16.9 We may replace, at any time, any section of this agreement that is not legally effective with a similar term that is. Any sections of this agreement that are found to be legally ineffective will have no effect on the rest of the agreement.
- 16.10 We may assign or transfer our rights and obligations under your agreement with another party who agrees to continue to comply with our regulations under this agreement provided that your rights under this agreement are not affected. No other person or any other assignee, if any, may benefit from this agreement.
- 16.11 If a government authority orders the reallocation or change of phone numbers we may have to change your number for the receipt of Services.
- 16.12 You confirm that you have the full contractual capacity to agree to the agreement.
- 16.13 We only accept online orders from web browsers that permit communication through Secure Socket Layer (SSL) technology. This is to protect you and therefore means that you cannot make a connection through an unsecured connection.
- ### 17.0 YOUR INFORMATION & PRIVACY NOTICE
- 17.1 Get Connected Mobile, partnered with Shebang Network and other organisations approved by Shebang Technologies Ltd, would like to share information about you to enable each of us to keep you informed about special offers, products, services and promotions available from the Shebang Technologies Group, and selected third parties by post, telephone, email, mobile text and picture messaging and other electronic means. You agree that, to determine which products or services may be of interest to you, information about you and the conduct of your account may be analysed, including your purchases, other transactions and payment record. By placing your order you will be consenting to the use of your information for this. If you would prefer not to receive direct marketing information please notify us in writing by emailing privacy@getconnectedmobile.co.uk
- 17.2 Your passwords, PIN's and any other security questions/procedures put in place remain your responsibility. If you find out or suspect that someone else know your passwords, PIN numbers etc. then you must change them immediately.
- 17.3 If you use services from outside the country it may be required that your information is transferred to that country. If that country is outside the EEA the treatment of your information may be subject to local laws and regulations applying to that country and may not protect your information in the same way as in the UK and EEA.
- 17.4 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.
- ### 18.0 FULLY LOADED TERMS
- 18.1 Minutes, SMS and data will be delivered over the period and in the denominations advertised, as part of the proposition.
- 18.2 The Line Rental must be paid in advance. If you cancel your fully loaded package within seven working days of your order as set out in Section 12, you will get a full refund of your advance payment. Otherwise the advance payment is non-refundable.
- 18.3 When your minimum contract term has expired, we will supply you with Get Connected Mobile services until either of us chooses to end the Agreement in any of the permitted ways set out in Section 10.
- 18.4 You must have an active direct debit set up at all times which will be used to take any additional overspend charges. If you cancel you're Direct Debit your services will be suspended immediately as set out in Section 9.
- 18.5 Failure to maintain your account in accordance with our terms and conditions may result in your services being restricted. In these instances we reserve the right to end your service and any advance payments will not be refundable.
- ### 19.0 UPGRADES / GUARANTEED HANDSET CRITERIA
- Customers on Existing 30 Day Rolling Contract (No Credit Check)**
- 19.1 To qualify for a handset upgrade the following criteria needs to be achieved;
- (1) The relevant minimum spend per month over a fixed number of months as per paragraph 19.7
 - (2) All payments on your account must have been made by Direct Debit on or before your payment due date

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- (3) The existing contract you are upgrading must be your primary number and show regular activity on your account from the point of connection
- 19.2 At the point of handset upgrade you may have additional monthly charges applied depending on the handset chosen and you may be required to change your current tariff to a new 24 month contract.
- 19.3 We shall not perform a credit check when you upgrade to a handset unless Get Connected Mobile deems it necessary; in such a case we reserve the right for us to do so using the information you have provided to us during the application, or we may contact you to obtain your current personal information before proceeding with any application. You may also be requested to provide additional documentation to confirm your identity and address.
- 19.4 All our network handsets are given a band number, for further details please refer to www.getconnectedmobile.co.uk. The band number attributed to the handset model you request determines the minimum network bill spend required and the number of months that you must hold your existing contract with Get Connected Mobile.
- Band 1 - £15 minimum line rental spend per month over minimum 3 months
 - Band 2 - £25 minimum line rental spend per month over minimum 5 months
 - Band 3 - £35 minimum line rental spend per month over minimum 6 months
- 19.5 You have the option to pay a £150 deposit by debit/credit card to upgrade from Band 2 to Band 3 at the time of achieving Band 2 eligibility (you may have additional monthly charges applied from that point, depending on the handset, and you may need to extend your contract length). Your deposit will be credited back to your Get Connected Mobile Account after 6 months, providing you have met all of our payment terms and conditions.

Customers on Existing 12 Month Handset Contract (No Credit Check)

- 19.6 To qualify for a new handset upgrade the following criteria needs to be achieved;
- (1) The handset taken on the original contract must be returned to Get Connected Mobile with packaging in its original condition, or charges may apply.
 - (2) All payments on your account must have been made by Direct Debit on or before your payment due date
 - (3) The existing contract you are upgrading must be your primary number and show regular activity on your account from the point of connection
 - (4) Points (2) and (3) above must have been achieved for a minimum period of 6 consecutive months at meet the criteria specified within paragraph 19.9.
- 19.7 At the point of handset upgrade you may have additional monthly charges applied depending on the handset chosen and you may be required to change your current tariff to a new 24 month contract.
- 19.8 We shall not perform a credit check when you upgrade your handset unless Get Connected Mobile deems it necessary; in such a case we reserve the right for us to do so using the information you have provided to us during the application, or we may contact you to obtain your current personal information before proceeding with any application. You may also be requested to provide additional documentation to confirm your identity and address.
- 19.9 All our network handsets are given a band number, for further details please refer to www.getconnectedmobile.co.uk. The band number attributed to the handset model you request determines the minimum network bill spend required and the number of months that you must hold your existing contract with Get Connected Mobile.
- Band 1 - £18 minimum Line rental spend per month over minimum 6 months
 - Band 2 - £28 minimum Line rental spend per month over minimum 6 months
 - Band 3 - £36 minimum Line rental spend per month over minimum 6 months

If you wish to upgrade to a different banded handset you can pay a deposit to enable you to upgrade to a different banding. To upgrade from Band 1 to Band 2 = £75.00 deposit , to upgrade from Band 2 to Band 3 = £150.00 deposit , To upgrade from Band 1 to Band 3 = £225.00)

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- 19.10 Get Connected Mobile reserves the right to vary the handsets on offer for new contracts and upgrades. For further details on what is available to you please visit www.gombolenetwork.co.uk.
- 19.11 Customers who are taking up a full 24 month handset inclusive contract from the point of sale are not eligible for an upgrade until the initial contract has been completed.

20.0 HANDSET EXCHANGES & REPLACEMENTS

- 20.1 If a handset is deemed faulty within the first 28 days of connection, it will be treated as an exchange and Get Connected Mobile will replace the handset for you. If a handset is outside of the initial 28 days of connection and is deemed faulty then your handset manufacturer will handle any repair that may need to be carried out. Please refer to section 21.
- 20.2 If for any reason you require a replacement handset within 28 days of connection due to fault of malfunction please contact care@getconnectedmobile.co.uk or call 08443 247 171. You are required to contact us as soon as any problem becomes apparent.
- 20.3 We will deal with all replacements with high priority.
- 20.4 Replacements will only be issued when the original item is returned.
- 20.5 Where goods become faulty within the first 28 days and qualify for an exchange, the faulty items must be returned to us, with the original packaging, within 28 days of the date of invoice. Items returned as faulty and subsequently found to be subject to customer damage will incur charges.
- 20.6 Exchanges cannot be given if we judge that the product has been wilfully damaged, misused, neglected, overloaded, modified, adapted or repaired.
- 20.7 If returned goods cannot be accepted due to clause 20.5 a charge of £9.99 will be made to cover postage and processing.
- 20.8 It is the customer's responsibility for the safe return of all goods. All items must be returned within 5 working days via recorded delivery, and the goods returned as they were received with their original packaging and full contents included, along with original documentation and proof of purchase.

21.0 HANDSET WARRANTY

- 21.1 All handsets come with a standard manufacturer's warranty.
- 21.2 Each manufacturer has a warranty period where they will repair your handset outside of the 28 day exchange period; this is for manufacturer faults only. Please see the manufacturer terms and conditions to check if your fault is covered.

22.0 WEBSITE ACCURACY

- 22.1 Our website design team work extremely hard to ensure our website is as accurate as possible and in order to achieve this, our site is updated every day.
- 22.2 However, we cannot guarantee the accuracy of information supplied, especially such things as product specifications, network tariffs, call charges and special offers and promotions which may change without prior notice, before or after you have placed your order with us.
- 22.3 Products, prices, offers, tariffs and promotions are valid for the period they are displayed on our website (unless otherwise stated or information is inaccurate as per paragraph 22.2), all of which are subject to availability. If any of these should change to your detriment or become unavailable in the period after you have placed an order with us we will contact you before proceeding with the order.
- 22.4 Pictures of products are representation only and should be used only as a guide. Specifications and/or colours of products may change without prior notice.

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23.0 FAIR USAGE POLICY

- 23.1 As part of our commitment to our customers to maintain a high level of accessibility to our network services, all of our unlimited tariffs are subject to a fair usage allowance of:
- 3000 text messages per month (person to person texts within the UK excluding premium, shortcode, delivery notifications and picture messaging services).
 - 2000 minutes per month (calls to UK mobiles and landlines starting 01, 02, 03)
 - 5GB data per month (UK data services. This is for mobile and data consumption on your handset only and does not include using your handset as a modem with other devices)
- 23.2 Please be aware when using file sharing software or streaming video services as you can incur significant data usage. Services are for personal, non-commercial use only and should not be used in conjunction with any fraudulent, unlawful, prohibited and commercial activities. Moderate restrictions may be applied if the fair usage policy is being exceeded and we reserve the right to charge customers at the out of bundle rate for any illegitimate usage incurred. You may also be required to move your contract to a more appropriate tariff if you are regularly exceeding the limitations or abusing this policy.
- 23.3 We reserve the right to change these fair usage allowances at any time.