



Here's all the small print...

It tells you absolutely everything you need to know about your price plan and pay monthly airtime terms. Tuck it away in a safe place just in case you ever need to check up on anything.

Would you prefer this information in large print, on disk, or in Braille? Call our specialist accessibility team on 08444 150 120 or email support@orbex.co.uk for information about the our products and services.

Customer agreement

I have read and agree to the following:

A, This agreement covers the SIM and any services I use in my plan. It doesn't cover any mobile equipment, other than when I may need to make a payment for mobile equipment to Orbex when this agreement ends. It is made up of the pay monthly airtime conditions, the charges guide for the plan (as shown on the order form or welcome note) and any additional products or services I choose to use or take such as content services provided by other parties. If I take out insurance, content services and other additional products or services I fully agree to those separate conditions. I need to check my mobile equipment works with the other products or services I want to use.

B, This agreement is for the minimum period shown on the order form or in the welcome note. It starts when Orbex Mobile on Vodafone platform connects my SIM to the plan shown and I may end it by giving Orbex 30 days' written notice. If it ends before the end of the minimum period (whether by me or Orbex Solutions), I must still pay all the plan charges until the end of the minimum period. This applies when this agreement comes to an end in clause 11, except:

- If Orbex ends this agreement by giving me 30 days' written notice (clause 11a) or because Orbex is permanently unable to provide the services to me; or
- If I end this agreement due to a specific thing that Orbex has done as detailed in clause 11b.

In these situations I don't have to pay all the plan charges until the end of the minimum period. But, I may have to pay for my mobile equipment. Content services end after the term stated in my order form or welcome note unless we tell you otherwise. If an inclusive (and not subscription) content service is provided for less than the minimum period (shown on my order form or welcome note) when the content services end it may become a monthly paid subscription unless I cancel it.

C, Charges. I'll pay all charges (whether I use the SIM or not), due under this agreement. The minimum price for the services provided under this agreement is the cost of all the plan charges for the minimum period (plus any one-off upfront charges). I must pay by direct debit. We sometimes have to put up our charges or change our services during your agreement. If this happens, we'll tell you beforehand. You can read more about this in clauses 7a & b. Some charges are for third party services. Charges for third party services may change from time to time so I will check your website if I want to know what they are. If my mobile equipment is lost, damaged or stolen, I'll still have to pay all the plan charges for the minimum period. If someone finds or steals my mobile equipment or SIM, I'll have to pay any charges they run up until I tell Orbex it's been lost or stolen. Charges for using the SIM abroad may be a lot higher than UK charges and I may be charged for receiving calls.

D, Making a payment for my mobile equipment. If this agreement ends before the end of the minimum period and I have to pay for my mobile equipment, Orbex will have told me the original value on which the payment is based in the order form or welcome note. The payment will be 1/24 of the original value of the mobile equipment, less any initial payment I make towards it, multiplied by the number of months left until the end of the minimum period. I'll pay this as soon as Orbex asks after the agreement ends.

E, Personal Data. Orbex Solutions may use and share my personal information as described in clauses 13 and 14 and use information about the type of calls I make to analyse the service Orbex provides and for marketing purposes.

Terms and Conditions your price plan 2015

Our standard price plan charges

All standard UK call charges including voicemail within your minutes allowance are charged by the second with a one minute minimum call charge. The charges below will apply once you exceed your monthly Your Plan allowance or your allowance doesn't include any of the services listed.

Voice calls, internet and messaging within the UK from UK mobiles

Standard UK call charges	Cost per minute (1 minute minimum call charge)
Calls to any Vodafone UK mobile, standard UK landline (starting 01, 02, 03) and voicemail	N/A Inclusive
Other mobile networks within the UK	N/A Inclusive
Non-geographic numbers (including 0844 and 0871)*	19.17p per minute + Service Charges
Non-geographic numbers (including 0845 and 0870)*	19.17p per minute + Service Charges
Freefone numbers starting 0800, 0808 and 0500	Free of charge
Radio-paging services (start 076)	42.5p
Personal numbering services (start 070)	55.4p
Call forwarding services (e.g. 07744, 07755)	29.7p
Video calling to any Vodafone UK mobiles	30.0p
Video calling to other UK mobiles	46.8p

UK message charges	Cost per message
Standard text message (up to 160 characters)	N/A Inclusive
Long text message	N/A Inclusive
Picture messages (up to 300kb)	33.3p
Video messages	51p
Non-standard UK text messages e.g. call forwarding services (e.g. 07744, 07755)	29.7p

UK internet usage (Where your price plan does not include a monthly internet allowance)	
Internet usage (pay as you browse)	£0.8 per 50MB

UK internet usage (Where your price plan includes a monthly internet allowance)	
Internet usage (above your monthly allowance)	£5.42 per 250MB
Optional internet pack	
Boost	£8 for 2GB - ask if available

Charity numbers	
Charity numbers starting 0800 or 0808	Free

*Vodafone access charge is 37.5p per minute as of 10th August 2015. Also, O2 access charge is 37p per minute as of the 27th August.

Voice calls, internet and messaging within the UK from UK mobiles (continued)

UK premium numbers

Premium rate services (starting '09')	19.17p per minute + Service Charges
Directory Enquiries (118 881)	19.17p per minute + Service Charges
Directory Enquiries (118 numbers)	19.17p per minute + Service Charges

International calls, texts and video calls from the UK

International Calls (standard rate/per minute – 1 minute minimum call charge)

European Zone	17.0p
Rest of the World	65.0p

Text Messages (per message)

Worldwide (up to 160 characters)	29p
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Video Calls

Worldwide

Channel Islands and Isle of Man charges

Making a call, to the Channel Islands (Guernsey or Jersey) and the Isle of Man will not be included in your monthly price plan.

Text Messages (per message)

Standard text to Channel Islands (Guernsey and Jersey) and Isle of Man	15.0p
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Standard Calls (standard rate/per minute – 1 minute minimum call charge)

Standard call to Channel Islands (Guernsey and Jersey) and Isle of Man	30.0p
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Charges for using your phone abroad

We've divided the world into zones which carry different charges. For detailed information in certain country please contact us or send us an email on support@orbex.co.uk

Roaming charges:

	Making calls	Receiving calls	Sending texts	Using the internet
Europe Regulated	13.84p per min	3.64p per min	4.30p per text	14.56p per MB
Europe Unregulated	20.24p per min	5.96p per min	6.80p per text	38.00p per MB
Asia Pacific	£1.00 per min	75.0p per min	4.30p per text	36.72p per MB
USA & Canada	£1.00p per min	75.0p per min	4.30p per text	36.72p per MB
Rest of World Zone 1	£1.40p per min	£1.30p per min	£0.35 + domestic text	£25 per 100MB
Rest of World Zone 2	£2.00 per min	£1.50 per min	£0.50 + domestic text	£6.00 per MB for first 5MB and then £30.00 per 5MB increments thereafter

In our Europe Zone 1 and Zone 2 we will charge you for the call you make in 1 second increments with a 30 second minimum call charge. All calls you receive are charged per second.

In the Asia Pacific, Rest of World Zone 1 and Rest of World Zone 2 we will charge you for the call you make in 1 minute increments with a 1 minute minimum call charge. For receiving calls, we will charge you in increments (depending on your price plan) with a minimum call charge.

In USA & Canada we will charge you for the call you make and receive in 1 minute increments with a 1 minute minimum call charge.

Premium rate and satellite calls are excluded and additional charges (including network handling fees) may apply.

If we are charged an admin fee from a foreign network operator for you to receive a text, we will pass this charge to you.

Roaming services may be available to you from other providers.

General

Prices are correct at time of print and **are exclusive of VAT**. All our services which are offered as "unlimited" (or similar) have a fair Usage policy of 10 000 min. per user. Tethering included in data Bolt-Ons. Voicemail is free of charge. Only available on new connections / ports and not on migrations.

Pay monthly airtime conditions

1. What we mean

We, our or us – Orbex Solution Limited.

You or your – the customer whose name appears on the order form or welcome note.

Agreement – these conditions, the plan and the charges guide and any terms and conditions for any other products and services you choose to take out.

Charges – charges for services, as published in our plan, charges guide or which we otherwise provide. These include the monthly plan charge (billed for the month ahead unless we say otherwise), usage charges or charges for third party services (billed after use) and any other charges for the services provided to you or someone using your SIM (for example, charges for voicemail and itemised billing).

Charges guide – the terms and charges for your plan. Available on our website at orbex.co.uk/terms_and_conditions.php.

We update this every so often.

Content service pass – a virtual pass to access content services as part of your plan.

Minimum period – a period of time shown on your order form or welcome note, which begins when we connect your SIM to the plan you have chosen.

Mobile equipment – your mobile phone, tablet or other equipment and the SIM used to access our services.

Network – the electronic communications systems we use to provide the services in the UK.

Plan – the package of services you have chosen to receive as shown on the order form or welcome note. We update this every so often.

Plan charge – the minimum monthly amount we charge you for the plan you have chosen.

Services – the communications service you receive through the network, third party services and other services we may provide to you.

Third party services – those services from third parties which are charged in addition to your inclusive plan allowance. Examples of third party services include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using your mobile equipment while travelling abroad and to call people who are not in the UK, directory enquiries services and other add on or extra services.

2. Your agreement period

a. Unless we tell you otherwise, we'll continue to supply you with the services included in your plan until we or you end this agreement in line with clause 11. If this agreement ends before the end of the minimum period (whether by you or us), you must still pay all the plan charges until the end of the minimum period. This applies when this agreement comes to an end in clause 11, except if:

- we end this agreement under clause 11a; or
- you end this agreement under clause 11b; or
- we end this agreement because we are permanently unable to provide the services to you.

b. Unless we tell you otherwise, any content services included in your plan start at the same time as the minimum period, regardless of when you start to use the content service pass, and end after the term set out in the order form or welcome note. If a content service included in your plan is provided for less than the minimum period when the content service ends it may become a monthly paid subscription unless you cancel it.

3. Services and coverage

a. We will try to give you the services when you want them. However, due to the nature of mobile technology, it's impossible to provide a fault-free service.

b. If content services are included in your plan we supply you with a content service pass which the content service provider will accept to give you access to your choice.

c. Services and content services you enjoy in the UK may not be available when you're abroad.

4. Using the services – the rules

a. It's your responsibility to make sure you keep to this agreement, and you follow our instructions on using the services – even if someone else is using your mobile equipment.

b. You must never use your mobile equipment or the services for anything we would consider is abusive, illegal, fraudulent, or a nuisance.

c. You're not allowed to sell all or any part of the services to anyone else. The services must only be used for your personal non-commercial use.

d. We've allocated you a phone number on the network. This number does not belong to you and we may charge you a fee if you want to transfer this number to another provider. We may need to change your phone number or other number. We will let you know if this is the case.

e. The SIM, and the software within it, belongs to us and we license it to you so you can use the services. We may change your SIM or tell you to return it at the end of this agreement. If you need a replacement SIM, we will charge you the going rate in our most current charges guide.

f. If you use your mobile equipment to browse the internet or use content services, we accept no responsibility for any content or services you access.

g. You must only use mobile equipment which is approved for connection to the services.

5. Payment

a. You must pay any charges for the services within seven days of the date on your bill. You must pay your bill by direct debit. VAT will be included if it applies.

b. If you owe us any money beyond your due date, and you do not have valid reasons for disputing the payment, we may charge you late payment fee. We may charge you reasonable administration costs as a result of you paying your bill late, failing to pay it or paying via check.

6. Losing your mobile equipment

If your SIM or mobile equipment is lost or stolen, you must tell us as soon as possible so we can stop someone else using it. You're responsible for all charges up until the time you report it missing to us. You must also continue to pay all the plan charges for the minimum period.

7. Changing charges and terms

a. We may change or introduce new charges. If we increase our charges, we'll publish the changes on our website and give you at least 14 days' notice. However, we may not give you notice of such changes if they relate to third party services which you don't regularly use.

b. We may change or withdraw services at any time and we may change or introduce new terms to this agreement at any time. If we do, we'll give you at least 30 days' notice of these changes unless we believe such changes will not disadvantage you or which you don't regularly use. If these changes are to your material detriment, you have a right to end this agreement under clause 11b and we'll tell you if you do.

8. Call/internet limit, deposit and part payments

a. We may set a monthly call and/or internet limit on your account. We may increase or remove this after carrying out a credit check. You may be able to go over your limit, but if this happens, you must pay all charges.

b. We may ask you for a deposit at the start of your agreement, if you increase how much you use the services or to remove a block from particular services. You can ask for a refund of your deposit at any time, but we may reduce your call and/or internet limit if you do. We can use the deposit to pay off any charges you owe us. When this agreement comes to an end, we'll repay any deposit you've given us less any money you owe us. We will not pay any interest on any deposit we take from you.

c. If there's a significant increase in your usage between bills, we may contact you and possibly ask for a part payment so you can continue to use the services.

9. Suspending our services

a. We can suspend or restrict your use of any of the services (other than emergency services) if:

- we believe your mobile equipment or the services are being used in a way we do not allow under this agreement;
- you have not kept to this agreement (for example, you fail to pay any charges when due);
- we have asked you for a deposit or part payment which you've not paid;
- you go over your call or internet limit;
- we believe that this agreement was entered into fraudulently or you got the use of any number, mobile equipment or services in an unauthorised, illegal, or fraudulent way;
- you tell us that your mobile equipment has been lost or stolen;
- you become bankrupt or make any arrangement with creditors or go into liquidation or an administration order is made or a receiver is appointed over any of your assets;
- you do anything (or allow anything to be done) which we think may damage or affect the operation of our network or services; or
- the emergency services tell us to, or a law or regulation is passed which means we need to do so.

b. We will try to tell you when we suspend or restrict your use, but we do not have to.

c. When we suspend or restrict your use, this agreement will continue and you still have to pay all charges due during any period when we suspend or restrict the service.

10. Credits if there is a failure of the service

If we have to maintain our network or if there is a technical fault on our network that means you can't use all the services for three days in a row, we'll credit you for the plan charge for the period the service was not available.

11. Ending this agreement

a. Either you or we may end this agreement by giving the other 30 days' notice in writing. Your notice must include your mobile number and your signature or appropriate security details. You must pay the charges during the notice period. You can stop using content services any time but you'll still have to pay all plan charges. You'll need to check with the content service provider on how you end your agreement with them.

b. You may end this agreement by writing to us if:

- we don't do something fundamental that we should have done under this agreement (for example, if there is a complete failure of the entire UK network for seven days in a row due to something we have done), within seven days of you asking us in writing;
- we tell you that there will be an increase in the plan charge (calculated before the addition of VAT or other levy) and you write to us within one month of us telling you about the increase;
- we change this agreement to your material detriment. This includes (i) increasing charges in the UK (calculated before the addition of VAT or other levy) which has the effect of increasing your total charges (based on your usage in any of your last 3 bills) by more than 10% when compared with the charges 12 months prior to the increase; or (ii) changing or withdrawing services. We will tell you if this is the case. You need to write to us within one month of us telling you about the change, withdrawal or increase. This does not apply if this is a change to or withdrawal of third party services not included in your plan, which we and you can cancel (or stop using) without ending this agreement.

c. We may end this agreement at any time by writing to you if:

- you do anything (or allow anything to be done) which we think may damage or affect the operation of our network;
- within seven days of us asking you in writing, you do not do something fundamental that you have to do under this agreement (for example, pay the charges when they are due); or

- we are permanently unable to provide the services to you.

d. When this agreement comes to an end:

- we will disconnect your mobile equipment from our network (you may keep the mobile equipment, but may have to make a payment as described below);
- you will have to pay immediately all charges you owe on the date we disconnect your mobile equipment from the network (including any charges for third party services such as content services); and
- you must still pay all the plan charges until the end of the minimum period. This applies when this agreement ends, except if:
 - o we ended this agreement under clause 11a; or
 - o you ended this agreement under clause 11b; or
 - o we ended this agreement because we were permanently unable to provide the services to you.

In these three situations you do not have to pay all the plan charges until the end of the minimum period. However, you may have to make a payment for your mobile equipment. We will let you know in your order form or welcome note if you have to make this kind of payment for your mobile equipment and will tell you the original value on which that payment is based. The payment will be 1/24 of the original value of the mobile equipment, less any initial payment you make towards it, multiplied by the number of months left until the end of your minimum period. You will make this payment to us as soon as we ask after the agreement comes to an end.

e. If this agreement ends before the end of the minimum period, and you pay us all the plan charges for the rest of the minimum period in one lump sum, we may reduce such payment by a rate we set. You can ask us what the reduction will be.

12. Liability and exclusions

a. We are legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for:

- loss of income or profits;
- loss of use of the services;
- lost business or missed opportunities; or
- any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into this agreement with you.

We will not be legally responsible to you if we cannot provide the services because of something outside of our reasonable control.

b. Except for fraud or where our negligence causes death or personal injury, we will not pay more than £3000 or 150% of the charges in the previous 12 months, whichever is higher, for each claim or a series of related claims.

c. The terms of this agreement will not affect any rights which you may have under any law and which we cannot exclude under any agreement.

13. Personal information

a. We and our group companies may use your information to:

- manage your account, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us;
- monitor the quality and security of the network and test and maintain our IT systems;
- analyse your use of the services for marketing purposes, including, but not limited to, the calls and messages you send and receive and your location at the time these communications take place, as well as your browsing history and use of our websites;
- send to the emergency services (if you make an emergency call), including your approximate location;
- contact you with marketing messages if you have not objected. These messages may include marketing from other organisations, but we will not pass responsibility for your information to these other organisations. If you do not want to receive marketing messages from us, please contact us through our website or by calling 08444 150 120.

b. We do not include your details in any directory or directory-enquiry service. If you want to have your information included in these services, you should contact us.

c. For more details on how we use your information, please read the privacy policy on our website.

14. Credit-reference and fraud-prevention agencies

a. You can ask us about how we use your details for credit checking and fraud prevention when you take out this agreement. We will also release, to credit-reference agencies, debt-collection agencies and fraud-prevention agencies, details of your agreement with us including any change of address, payments you make, account balances, missed payments, disputes and queries. We, and other organisations, may use this information to help make decisions about other credit applications made by you or other members of your household you are linked to financially and to protect both our business and our customers from fraudulent activity. We may also use any information we hold to trace debts and assess claims. If you don't pay us in full, and on time, we may tell credit-reference agencies who will record the debt.

b. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud-prevention agencies. Law-enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; or
- checking details of job applicants and employees.

Please contact us at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use, from other countries, the information recorded by fraud-prevention agencies.

15. General

a. We may transfer this agreement to anyone at any time. However, you can't transfer this agreement to anyone unless we've agreed in writing beforehand. We will not unreasonably refuse this request.

b. If you or we fail to enforce our rights under this agreement, it will not prevent you or us from taking further action.

c. A person who is not a party to this agreement has no right to benefit under or to enforce any terms of this agreement.

d. When you use your mobile equipment, your number may be shown to the equipment being contacted.

e. We'll send you notices by post, voicemail, text or other form of electronic message and will assume for notices by post that you have received them 48 hours after we have sent them. We'll send all bills and notices served by post, to the address you have given. You must tell us about any changes to your address. If you want to write or email us, please use the address shown on your bill. You can then assume we have received these notices 48 hours after you have sent them.

f. If you have a complaint, please contact us. We will do our best to fix your issues. If we can't, you may ask that the matter is referred to an independent ombudsman under our Customer Complaints Code which is available on our website or by contacting us. You or we may bring legal proceedings in a court in the UK to resolve a dispute under this agreement.

g. This agreement is under English law, unless:

- you live in Scotland, in which case, it will be governed by Scots law; or
- you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland.

Contact us by
Phone: 08444 150 120
Fax: 08444 150 121.
Registered in England number 04219670 at
Accurist House, 44 Baker Street,
W1U 7AL.
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