



---

**TalkTalk Mobile**  
Mobile Service Agreement

---

**If the text below is too small for you to read comfortably please call Customer Services on 0870 087 8751 or 2883 from your TalkTalk mobile and we will send you a larger print version.**

**Some sections of this document are printed in bold to draw your attention to them.**

---

## **1. What is TalkTalk Mobile?**

1.1 The TalkTalk mobile service is operated by TalkTalk Telecom Limited, 11 Evesham Street, London W11 4AR, registered in England and Wales under company number 4633015 ("**TalkTalk**").

1.2 Depending on your chosen mobile service plan, TalkTalk's mobile service will enable you to:

1.2.1 make and receive calls;

1.2.2 send and receive data;

1.2.3 access information from the Internet; and

1.2.4 use any other related services we may provide to you from time to time as part of your TalkTalk mobile service plan;

(the "**Mobile Services**").

1.3 TalkTalk's Mobile Services are provided via an electronic communications system in the United Kingdom ("**Network**").

1.4 If you order a mobile service plan for the supply of mobile airtime, we will provide you with a SIM card to access the Network and use the relevant Mobile Services you subscribe to as part of your service plan. If you order a service plan for the supply of mobile broadband, you will also need to purchase a USB modem from us to access the Network and use the Mobile Services forming part of that service. We will provide you with a data SIM card with the USB modem.

1.5 Your agreement with TalkTalk for the supply of Mobile Services is made up of:

1.5.1 the terms and conditions set out in this agreement (your "**Mobile Service Agreement**"); and

1.5.2 the details set out in the mobile service plan you selected in your order and confirmed to you in the welcome pack we will send to you if we accept your order (your "**Mobile Service Plan**").

1.6 If you connect to and use the Mobile Services, you do so on the understanding that this Mobile Service Agreement and the details of your applicable Mobile Service Plan govern the relationship between you and TalkTalk while you use our Mobile Services.

1.7 You may not port any existing mobile phone number to the TalkTalk Mobile Services unless you have provided us with the PAC code from your previous network operator. The ability to port any existing mobile phone number to the TalkTalk Mobile Services is subject to availability.

## **2. When your Mobile Service Agreement starts**

2.1 Your Mobile Service Agreement is subject to a minimum commitment period. Your minimum commitment period is set out in the Mobile Service Plan you selected in your order.

2.2 The details in our advertisements or contained in our marketing material for the TalkTalk Mobile Services (whether published on our website, any third party website or in the press or otherwise) are only invitations to offer. Your order for any of our Mobile Services is also only an offer to receive such Mobile Services from us. Your offer shall only be accepted and your Mobile Service Agreement shall only commence when we despatch your SIM Card and / or USB modem to you. Until such despatch, you or we may cancel your order at any time.

**2.3 To become a customer of the Mobile Services, you must be an existing customer of TalkTalk or Tiscali UK Limited (each trading as 'TalkTalk') for fixed line services (line rental, calls and / or broadband).**

2.4 Your order for any of our Mobile Services is also subject to you passing any additional status, identity and credit checks required by us and subject to acceptance by us of your application.

2.5 If at any time you upgrade to a new tariff for Mobile Services a new minimum commitment period may apply. This will be set out in the Mobile Service Plan you select.

### **3. Cooling Off**

#### **3.1 Voice Services:**

**3.1.1 If you ordered a Mobile Service Plan for voice services and change your mind, you may cancel your Mobile Service Agreement with us for such services, without incurring any charges, at any time before the sooner of:**

**3.1.1.1 Seven (7) working days from the day after you receive this Mobile Service Agreement from us; or**

**3.1.1.2 Connection of your voice SIM card to the Network.**

**3.1.2 Your voice SIM card will be connected to the Network when you insert it into your mobile device and switch it on.**

#### **3.2 USB Modem:**

**3.2.1 Subject to clause 3.2.4 below, if you ordered a USB modem and Mobile Service Plan for data services and change your mind, you may cancel your purchase of the modem and your related Mobile Service Agreement at any time up to seven (7) working days from the day after you receive your USB modem from us.**

**3.2.2 You must return the USB modem to us undamaged, with the original packaging and proof of purchase. Your return should be sent by special delivery to Talk Talk Returns c/o A Novo UK Ltd, 71 Bilton Way, Enfield, EN3 7EP.**

**3.2.3 If you do not return the USB modem to us in accordance with clause 3.2.2 within fourteen (14) days of telling us you have changed your mind, we shall charge you for the cost of collecting it from you.**

**3.2.4 Please note - if after you receive your USB modem you connect it to the Network and use it to upload or download any data you must pay us for that usage.**

**3.3 Cancellation of your Mobile Service Agreement will occur on the date you notify us. We will then refund to your bank or credit card any payments we may have already taken from you in accordance with this Mobile Service Agreement. If you are not able to cancel under this clause 3, you may still end your Mobile Service Agreement under clause 10 below.**

3.2 For further information and assistance on how to cancel your Mobile Service Agreement, please call our Customer Services team on 0870 087 8751 or 2883 from your TalkTalk mobile.

3.3 If you cancel your Mobile Service Agreement for any mobile voice services, you do not need to return your mobile voice SIM card to us.

3.4 If you ordered any mobile phone, smart phone (such as a PDA, MDA, XDA, Blackberry or similar device), or any other mobile device or accessory ("**Equipment**") from us and wish to cancel your order, please see the Mobile Equipment Agreement for details of your cancellation rights, how to cancel and other important information. (Click here to access the [Mobile Equipment Agreement](#)).

### **4. Charges and Payment**

4.1 You will be billed for all charges relating to your use of the Mobile Services in accordance with this Mobile Service Agreement, the relevant sections of the Mobile Service Plan you selected in your order and our standard price list as published at [talktalk.co.uk/mobilepricing](http://talktalk.co.uk/mobilepricing) ("**Charges**").

- 4.2 The Charges include, but are not limited to, any connection fee (a once only payment if applicable), monthly (or other periodic) charges, call, SMS, MMS, browsing and data charges and any other charges in respect of the Mobile Services provided to you or someone else using your voice SIM card and / or data SIM card as supplied in your USB modem (e.g. charges for the voicemail service, itemised billing, etc.) which will be charged as we shall advise.
- 4.3 The Charges must be paid by direct debit at the monthly billing intervals notified to you following acceptance of your order (the "Billing Period").
- 4.4 If your Mobile Service Plan includes an inclusive allowance of calls, MMS, SMS and / or data usage for a monthly subscription charge ("Monthly Allowance") and you use up all of that Monthly Allowance at any time during a Billing Period such that your Mobile Services account balance reaches zero, you will be charged for any usage in excess of your Monthly Allowance. These charges will be shown on your itemised bill and collected in arrears.
- 4.5 We will provide you with regular itemised bills (whether online or as a paper bill by post). A charge applies for paper bills. Please see [talktalk.co.uk/mobilepricing](http://talktalk.co.uk/mobilepricing) for details.
- 4.6 You must pay to us all the Charges arising under this Mobile Service Agreement whether incurred by you or anyone else using your voice SIM card and/or data SIM card in your USB Modem (with or without your knowledge). That also includes all Charges which relate to any Optional Services (as defined in clause 5.2 below) which you may have ordered or agreed to take from us from time to time, even when such Charges exceed any Credit Limit imposed upon your account.
- 4.7 Calls made in the UK to eligible UK and international numbers are charged and inclusive allowances are deducted in one second increments rounded up to the nearest second, except that calls lasting less than one minute will be rounded up and charged for a whole minute.
- 4.8 If you are abroad and you are entitled to roam, you will be charged for the calls you make and receive in one second increments rounded up to the nearest second, except that calls lasting less than one minute will be rounded up and charged for a whole minute. If you are permitted to make MMS or SMS messages abroad they will be charged at the relevant country rate set out in our Charges. Voice roaming services are not automatically provisioned, but may be activated on request. Activation of roaming services is at TalkTalk's sole discretion – please see clause 5.5 below for further details.
- 4.9 **Unless otherwise stated, call prices are quoted by the minute and include VAT. Each call is charged including VAT and then rounded up to the nearest whole penny; each MMS or SMS is charged on a per message basis including VAT.**
- 4.10 Monthly Charges incurred for, and inclusive allowances in respect of, periods of less than one month will be calculated on a pro rata basis. Regardless of when the call is commenced, charges will be applied according to the applicable tariff(s) for each chargeable period the call is active.
- 4.11 **Where a Mobile Service Plan includes an inclusive Monthly Allowance, any unused part of your Monthly Allowance may not be carried forward from one month to the next unless expressly stated by us.** In this context "monthly" or "month" means Billing Period which may not equate to a calendar month.
- 4.12 Inclusive calls, MMS, SMS, data browsing and/ or messages will be set against your Monthly Allowance in the order in which they are made except where you are abroad and entitled to roam, in which case they will be charged in accordance with our Charges unless specifically included in your inclusive Monthly Allowance. Charges for any usage you are permitted to make abroad will be charged and/ or set against inclusive allowances in the month in which they are recorded by us following receipt of the relevant records from the foreign network operator or clearing house.
- 4.13 Calls from your TalkTalk mobile to your voicemail and our customer service line will not be charged or deducted from any Monthly Allowance unless otherwise stated in your Mobile Service Plan. Calls to our customer service line from any other mobile or non-TalkTalk fixed line service will be chargeable in accordance with our Charges.
- 4.14 Call return calls (returning a call directly from within your voicemail service) will be deducted from any Monthly Allowance, where appropriate, or otherwise charged on your bill. The call return charge is calculated at the relevant rate for that type of call as if you had hung up and dialled direct for the returned call.

- 4.15 A standard text message contains up to 160 characters. Some handsets allow you to send messages of more than 160 characters, in which case the message will be divided into the number of messages required to convey the message and each such message will be charged at the standard text message rate. Standard text message prices exclude premium rate, international, roaming, reverse charged and long text messages. Only standard text messages are included in inclusive SMS allowances.
- 4.16 Using MMS you can send long text messages, picture messages and video messages. A long text message, picture message and video message is limited to a maximum size of 300kb. If a message contains multiple media items you will be charged for the most expensive item in the message, for example, if you send a message containing a picture and video clip you will be charged the video message price.
- 4.17 All Charges are payable to us by direct debit. Your registered credit or debit card will be used in the event that your direct debit fails. If a direct debit is dishonoured or cancelled, we shall be entitled to charge you as compensation for our losses an amount equal to the costs that we incur as a result of such dishonoured or cancelled direct debit (which may include third party charges levied on us). We may consider accepting a one-off payment other than by direct debit but if we do we may also charge you an administration fee. You will still be required to pay all future charges by direct debit.
- 4.18 For any overdue payments we may charge interest (both before and after any judgment) on the amount unpaid at the rate of 4% above the base lending rate of HSBC Bank Plc as published from time to time. Interest is charged on a per annum basis, calculated daily. We shall also be entitled to charge you as compensation for our losses an amount equal to the costs that we incur as a result of your late payment or non-payment of any money you owe us (which may include third party charges levied on us).
- 4.19 If we advise you of the amount on your account from time to time this is an estimate based on the information we have received to date. We are not liable for, and you must pay, the estimated Charges and any Charges that exceed the estimate.
- 4.20 We may arrange for bills or invoices to be issued by a third party on our behalf. Bills or invoices issued by such third party shall be binding on you and payment of such bills or invoices in full to the third party will be a valid discharge of your liability to pay such bills or invoices under this Mobile Service Agreement.
- 4.21 We reserve the right to increase/decrease our Charges from time to time and/or introduce new charges from time to time in accordance with clause 15 below.
- 4.22 **If you change your Mobile Service Plan for any reason e.g. when upgrading or moving to a promotional offer, any unused part of your Monthly Allowance will be lost.**
- 4.23 If we provide you with a credit to your Mobile Services account (for example as a goodwill gesture), such credit will be deducted from your Charges until the credit has been used. These credits cannot be redeemed for cash and are non-transferable. Any unused credits are non-refundable and will lapse upon disconnection of your service or termination of this Mobile Service Agreement.
- 4.24 You will have to pay for any replacement voice SIM card or data SIM card / USB modem at the price as stated in our Charges at that time.

## **5. The TalkTalk Mobile Service**

- 5.1 Our Mobile Services may not be available to you in all parts of the United Kingdom. They may also not be available to you abroad unless you have international roaming and, where you have roaming, they may not be available in all areas abroad.
- 5.2 You may not be able to use our Mobile Services to call all countries, all international numbers and premium rate numbers. Unless otherwise agreed, the Mobile Services do not include call divert or call waiting. We reserve the right to add to, substitute, or discontinue at any time any optional services which you may choose to take from us, including but not limited to, roaming and international services, premium rate services, directory enquiry services, Content and third party services ("**Optional Services**"). For the purposes of these terms and conditions, "Content" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Mobile Services including all information supplied by content providers from time to time. We do not guarantee the continuing availability of any particular Optional Services.
- 5.3 Not all mobile devices will be able to receive the Mobile Services. We only agree to provide the Mobile Services to mobile devices of a make and type specifically compatible for use with the Mobile Services.**

**Please call Customer Services on 0870 087 8751 or 2883 from your TalkTalk mobile if you require assistance to confirm your device is compatible.**

- 5.4 If you buy a SIM only tariff from us, your current mobile device may be restricted to use on another network or 'locked' and you may need to obtain an unlocking code from your current service provider to be able to receive the Mobile Services. Failure to enter the correct unlocking code may result in your mobile device becoming permanently blocked. We accept no responsibility for mobile devices blocked in this way or for any costs incurred in the provision of an unlocking code.
- 5.5 When your SIM card is connected to the Network, it will have been programmed so that you are barred from using overseas networks including making calls (including premium rate calls) and sending MMS or SMS messages from overseas. The ability to use such services is subject to credit status and depends on the arrangements which we have with foreign network operators. If you want to have your SIM card unbarred, then you should call us on 0870 087 8751 or 2883 from your TalkTalk mobile. We may pursuant to clause 5.10 ask you to pay a deposit. If you use your SIM card abroad, you will be charged for the calls that you receive as well as for those that you make. Calls made using the roaming service do not form part of any Monthly Allowance and applicable Charges will be calculated at the relevant country rate set out in our standard price list at the time of your call. These Charges may also take longer to be charged to your account than normal Charges. **Please see [talktalk.co.uk/mobilepricing](http://talktalk.co.uk/mobilepricing) for details.** In addition, TalkTalk mobile broadband will not be provisioned for roaming and use of it will be restricted to within the UK.
- 5.6 You agree that if you successfully register for the Mobile Services, when you contact our Customer Service line to acquire Optional Services or account balances or if you extend this Mobile Service Agreement in any way, such acts indicate your continued acceptance of the terms and conditions then in force in respect of the Mobile Services.
- 5.7 You will be entitled to the quality of Mobile Services generally provided by us for our customers. The Mobile Services are not fault free and they may be impaired by too many people trying to use the Network, geographical, topographical, atmospheric, or other conditions (including buildings, underpasses and other causes of interference) and/or circumstances beyond our control. Overseas networks may also be limited in quality and coverage. Access to overseas networks will depend upon the arrangements between the foreign operators and us.
- 5.8 We aim to connect your SIM card and / or USB modem to the Mobile Services within 5 days of accepting your order. If you place an order for an Optional Service or otherwise instruct us to change the Mobile Services (i.e. to bar calls) we will use reasonable endeavours to complete your order as soon as possible but there may be a delay in your order being completed. We will not be liable to you for any costs, expenses or claims arising directly or indirectly out of such delay.
- 5.9 In the interest of other users, the number and duration of messages that can be left on your voicemail service will be limited. Please note that your confidentiality of messages cannot be guaranteed. You must not record an abusive greeting message. You may not be able to use the voicemail service while abroad. Where it is available, you must first set up a security PIN which you will need to dial into your phone each time you access that service. For details on how to set up a PIN please call us on 0870 087 8751 or 2883 from your TalkTalk mobile.
- 5.10 We may at any time require you to pay a deposit in respect of the provision of any Optional Services by us to you in accordance with clause 5.2. Any such deposit will not guarantee your right to receive Optional Services.
- 5.11 The Mobile Services may be used by you to link into websites, resources and/or networks worldwide. Some websites, resources and / or networks may be barred. We may be able to remove a bar on request, for example where access is subject to verification of minimum user age. We accept no responsibility for the content, services or otherwise in respect of these and you agree to conform to the acceptable use policies of such web sites, resources and/or networks.
- 5.12 Where available, if you choose online billing, it is a condition of this Mobile Service Agreement that you provide us with a current email address for billing purposes and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.
- 5.13 We will allocate a number for use of your SIM card on the Network. The number does not belong to you and may only be transferred to another service provider in certain circumstances (including payment of our costs) details of which are available on request from [talktalk.co.uk/mobileporting](http://talktalk.co.uk/mobileporting).

- 5.14 Where we require you to pay a deposit in respect of the use or provision of any Mobile Services, such deposit will be reasonable, non-interest bearing, retained for a minimum period advised to you or until your final invoice has been paid following termination of this Mobile Service Agreement. Any Charges incurred by you may be offset against this deposit. If there is a remaining deposit after all charges are recovered, this will be refunded to you. At any time after the minimum period advised for holding your deposit, you may ask for a refund of your deposit. However, this may result in us restricting the use or provision of the Mobile Services or reducing your Credit Limit.
- 5.15 On connection of your SIM card and/ or USB modem to the Network (or at any time later on), we may set a credit limit on the Charges you may incur during each calendar month (we call this a “**Credit Limit**”). We shall give you notice if a change is made by us to your Credit Limit. If you wish to vary your Credit Limit, you should contact Customer Service on 0870 087 8751 or 2883 from your TalkTalk mobile. We may agree to vary the Credit Limit after making credit checks and we may pursuant to clause 5.10 ask you to pay a deposit. Once we have established that you have exceeded your Credit Limit (which may take some time particularly if using your roaming service), the Mobile Services will be suspended until payment of all Charges (including any reconnection charge) has been made and you will on attempting to make any call, be automatically diverted to our customer services to arrange such payment.
- 5.16 Please note that the Credit Limit does not act as a bar and you may be able to incur Charges which result in you exceeding your Credit Limit. If this happens, you will still be liable to pay for all Charges incurred in excess of your Credit Limit.
- 5.17 Upgrades from one Mobile Service Plan to another are at the sole discretion of TalkTalk and will be subject to a minimum period duration. We will tell you what this is when the upgrade is offered to you.

## **6. Faulty USB Modems**

6.1 Except as set out in clause 6.2 below and subject to clause 6.3, we will:

- 6.1.1 replace or refund the purchase price of a USB modem that you purchase from us if it becomes faulty within 28 days of the date you receive it from us (usually 2 working days after you place your order) and you return it to us; or
- 6.1.2 otherwise repair or replace a USB modem you have purchased from us if it becomes faulty during the first twenty four (24) months after we supply it to you and you return it to us.

Please note, for environmental reasons, any replacement USB modem that we agree to provide after you have had the original modem for 28 days will be a modem in ‘as new’ condition. This will be a USB modem that has been refurbished and/or repackaged, but it will look and operate in exactly the same way as a new USB modem.

- 6.2 We will not replace, repair or refund the purchase price of any faulty USB modem if the fault is caused by you failing to look after the USB modem properly or is caused by rain, water or liquid damage, or as a result of any accident, misuse, failure to follow the manufacturer’s instructions or normal wear and tear. In that case you must pay for a new USB modem in order to receive our mobile broadband service.
- 6.3 You must return the faulty USB modem (including any software supplied with it) to us within thirty (30) days of your receipt of any replacement USB modem or refund we provide to you. You accept that we will charge you for the USB modem if you do not return the faulty USB modem (including any software that came with it) to us.
- 6.4 We will accept proof of postage as proof that you have sent us the faulty USB modem. You must keep the original packaging for the USB Modem in good condition and ensure that the USB modem is stored in accordance with the manufacturer’s recommendations.
- 6.5 We will refund the reasonable cost of returning the faulty USB modem to us by post. At your request we will send you a pre-paid returns envelope to return a faulty USB modem to us.

## **7. Accessing the Internet**

7.1 If you use any mobile device to access the Internet the following terms and conditions also apply to you.

7.2 The Internet is not a secure environment. Unwanted programs or material may be downloaded without your knowledge, which may give unauthorised persons access to your mobile device and the information stored on it or any network or system to which it is connected. These programs may perform actions that you have not

authorised, possibly without your knowledge.

- 7.3 We or our contractual partners may provide links to other web sites or resources. We neither accept responsibility for third party websites or resources nor endorse their Content. Your dealings with, and interest in, promotions, services, or merchants found by using your mobile device and / or our Mobile Services are solely between you and the person with whom you are dealing. You are solely responsible for evaluating the accuracy and completeness of any of the Content and the value and integrity of goods and services offered by third parties over the Mobile Services. We will not be a party to or in any way responsible for any transaction concerning third party goods and services or for any losses or damages that may arise from any such dealings with third parties except in the case of negligence on our part.
- 7.4 For Internet access, you understand that all the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Mobile Services ("**Information**") whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Information originated. This means that you, and not us, are entirely responsible for all Information that you upload, email or otherwise transmit via Internet access.
- 7.5 We will use reasonable endeavours to maintain the Content but it may be incomplete, out of date or inaccurate and is provided on an 'as is' basis. It is a condition of us allowing you access to the Content that you accept that we will not be liable for any action you take in reliance on the Content. We may vary the Content or the technical specification of the Mobile Services from time to time.
- 7.6 The Mobile Services enable access to the Content. You may only use the Content in a way that does not infringe the intellectual property rights of others ("**Approved Use**") and you must comply with all other instructions issued by us regarding use of Content. You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than for an Approved Use. The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that you may print or download extracts of the Content for your personal use only.
- 7.7 For all Mobile Service Plans, when your SIM card and/ or USB modem is connected, it will have been programmed so that you are barred from accessing Content that we deem to be 'adult'. The ability to use such services is subject to status and credit checks and us being satisfied that you are over 18 years of age. If you want to have your SIM card and/ or USB modem unbarred, then you should call us on 0870 087 8751 or 2883 from your TalkTalk mobile. We may ask you to make a payment by credit or debit card or pursuant to clause 5.10 ask you to pay a deposit.
- 7.8 Access to secure financial transactions will be dependant on the make and model of your mobile device and the third party supplier of Content.

## **8. Fair Use**

- 8.1 You may only use the Mobile Services for your own private, personal, non-commercial purposes. You may not use any SIM card (voice and/or data) we provide to you:
- 8.1.1 to enable Voice over Internet Protocol (VoIP);
  - 8.1.2 for P2P or other types of file sharing;
  - 8.1.3 as a modem; or
  - 8.1.4 in any other way that adversely impacts the service we provide to other users.
- 8.2 **Your Mobile Service Plan may also be subject to certain fair use limits, which may include, without limitation, limits in respect of maximum daily call volumes, individual call durations and daily / monthly data usage. The specific fair use policy applicable to your Mobile Service Plan is set out at [www.talktalk.co.uk/mobilefairusepolicy](http://www.talktalk.co.uk/mobilefairusepolicy). You can also obtain a copy of the fair use policy applicable to your Mobile Service Plan by calling Customer Services on 0870 087 8751 or 2883 from your TalkTalk mobile.**
- 8.3 If we think your use is excessive or that you are abusing the fair use policy applicable to your Mobile Service Plan we may ask you to change or moderate your usage and/or we reserve the right to charge you for the excessive element of your usage at our standard rate applicable at that time. If we ask you to moderate your usage and you do not, we also reserve the right to suspend and/ or terminate your use of the Mobile Service provided to you under your Mobile Service Plan.

## **9. Things we may have to do**

- 9.1 Occasionally we may have to:

- 9.1.1 alter the mobile phone number or any other name, code or number or technical specification associated with the Mobile Services for reasons beyond our control such as where requested to do so by a governmental or regulatory body or where we reasonably believe that the alteration will enhance your use of the Mobile Services. If this is the case we will give you reasonable notice;
- 9.1.2 change your SIM card and/ or USB modem;
- 9.1.3 give you instructions which we believe are necessary for reasons of health, safety or the quality of Mobile Services to you or any other customer;
- 9.1.4 temporarily suspend the Mobile Services (or any part of them) for operational reasons or in an emergency or for reasons of security; and
- 9.1.5 bar certain numbers from the Mobile Services on a temporary or permanent basis in order to prevent fraud or in circumstances where we would suffer a direct loss.

9.2 From time to time we may have to migrate your account from one billing platform to another. In these circumstances we will notify you if migration of your account will affect the Mobile Services to your detriment in any way.

9.3 If we believe that we may be unable to continue to provide the Mobile Services on the Network for any reason we may transfer them to another network. On transfer we will continue to make available to you the Mobile Services, or similar services, and you will not be required to pay an increased amount for the Mobile Services.

## **10. Our rights to bar or disconnect your Mobile Services**

10.1 We can at our discretion bar your Mobile Services (other than the ability to make calls to the emergency services) and/or disconnect your Mobile Services if:

- 10.1.1 any of the circumstances in clauses 11.4 to 11.7 apply to you;
- 10.1.2 in the event of loss or theft or if we have reasonable cause to suspect fraudulent use of a payment card, your voice and / or data SIM Card (which is inside your USB modem) and/or mobile device; or
- 10.1.3 if you are persistently abusive or make threats or otherwise act illegally towards our staff or property, or that of our agents.

10.2 You must pay an unbarring charge, any outstanding Charges including those incurred under clause 5.15 and, if applicable, a re-connection charge if the Mobile Services are temporarily barred and/or your voice and/ or data SIM card is disconnected from the Network for the reasons stated in clause 10.1.

10.3 If we bar your Mobile Services because you break this Mobile Service Agreement, the Mobile Service Agreement will still continue. You must pay all Charges due from you under this Mobile Service Agreement until it is ended by notice in accordance with clause 12 or under clause 13.

## **11. Your responsibilities**

11.1 You agree to use your mobile device, voice and/ or data SIM card (which is inside your USB Modem) and the Mobile Services in the way described in any user guides or other instructions issued by us. You acknowledge that the voice and/ or data SIM card provided by us to you does not belong to you but remains our property and that you cannot sell your number, code or any associated number or agree to transfer them to anyone else without our consent.

11.2 If your voice and/ or data SIM card is lost, stolen, damaged, destroyed or used in an unauthorised manner we may charge you the amount specified in our Charges for a replacement. You will be responsible for any Charges incurred as a result of unauthorised use of the mobile device, SIM card and/ or USB modem, or the information contained within your SIM card and / or USB modem (as the case may be), until we have suspended the Mobile Services.

11.3 You agree:

- 11.3.1 to take adequate precautions to prevent damage to or loss or theft of your mobile device and your voice and / or data SIM card;
- 11.3.2 to inform our customer services as soon as possible on 0870 087 8751 or 2883 from your TalkTalk

mobile if the mobile device or your voice and / or data SIM card is lost, stolen, damaged, destroyed or likely to be used in an unauthorised manner and to co-operate with us in our reasonable security and other checks.

- 11.4 You must not use the Mobile Services for any improper, immoral, obscene, defamatory, harmful, offensive or otherwise unlawful purpose. You must comply with any instructions we give you about the Mobile Services and, unless agreed otherwise, you must not reverse the charges on any telephone call or accept a reverse charged call.
- 11.5 You must not use or permit any other person to use the Mobile Services:
- 11.5.1 fraudulently or in connection with a criminal offence;
  - 11.5.2 to send a call or message, or otherwise to send, upload, download, use or re-use any material which is racist, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax (including to the operators who deal with enquiries concerning the Mobile Services), in breach of any intellectual property rights (including copyright) or confidence or privacy;
  - 11.5.3 to cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003 as amended or replaced from time to time;
  - 11.5.4 to generate any situation where the flow of calls to any particular revenue share service is, as a result of any activity on or on behalf of the party operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the network ("**Artificially Inflated Traffic**");
  - 11.5.5 to do anything (or allow anything to be done) which we think (acting reasonably) may damage or affect the operation of the Network or any other network;
  - 11.5.6 other than in accordance with the acceptable use policies of the Network and (if appropriate) any relevant Internet standards; or
  - 11.5.7 in any way that we in our sole discretion (acting reasonably) consider to be objectionable, inappropriate, likely to injure our brand and reputation or otherwise unacceptable or an unreasonable exploitation of the Mobile Services.
- 11.6 You must not use your SIM card to connect a single point of access to a GSM network ("**GSM Gateway**") to the Network or otherwise establish, install or use a GSM Gateway in relation to the Network or the Mobile Services without our prior written consent, which may be withheld at our absolute discretion.
- 11.7 You agree that you are procuring the voice and / or data SIM Card provided by us to you and the Mobile Services solely for your own use and that you will not re-sell or otherwise act as any form of distributor in respect of the voice and / or data SIM Card or the Mobile Services.
- 11.8 You must tell us immediately if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Mobile Services or the Content and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 11.9 Where a mobile device is restricted to use on the Network we reserve the right to apply a charge for releasing or unlocking the mobile device. Details of the charge are available by calling Customer Services on 0870 087 8751 or 2883 from your TalkTalk mobile.

## **12 How you may end your Service Agreement**

- 12.1 Subject to clause 12.2, you may end this Mobile Service Agreement immediately by notifying us if:
- 12.1.1 we break this Mobile Service Agreement in any material way and do not put it right within 21 days of being asked in writing by you to do so;
  - 12.1.2 all of the Mobile Services are permanently no longer available to you;
  - 12.1.3 we change this Mobile Service Agreement to your significant disadvantage (in our reasonable opinion) provided you give us a minimum of 14 days' notice by contacting us in accordance with clause 18.8

and provided we receive such notice from you within 30 days of our telling you about the changes;  
or

12.1.4 monthly (or other periodic) Charges are increased under clause 17 provided you give us a minimum of 14 days' notice by contacting us in accordance with clause 18.8 and provided we receive such notice from you within 30 days of our telling you about the changes. This does not apply where the increase or change relates solely to Optional Services in which case you may only cancel, or stop using, that Optional Service.

12.2 Your right to end this Mobile Service Agreement under clause 12.1 does not apply if:

12.2.1 the changes to this Agreement made under clause 12.1.3 are made as a direct result of new law or regulation;

12.2.2 the increase to Charges made under clause 12.1.3 are made as a direct result of any new law or regulation or any increase in taxes (including VAT) which we are obliged to add to the Charges; or

12.2.3 the increase to Charges made under clause 12.1.3 (calculated as a percentage) is no more than the increase in the Retail Prices Index Figure ("RPI"), also calculated as a percentage) for the period from the month of the last increase (if any) to the month before we send you notice of the change.

12.3 You may end your Mobile Service Agreement and Mobile Service Plan by telling us not less than thirty (30) days before you wish to leave our service. However, if at the time you contact us you are still within any minimum commitment period that may apply to your Mobile Service Plan and which is greater than thirty (30) days, you will not be able to leave our service until the end of that minimum commitment period or unless you pay a cancellation charge. The cancellation charge will be calculated on the basis of your subscription costs for the number of days between the date you leave our service and the end of your minimum commitment period less the costs which we will no longer incur for providing the relevant service to you.

12.4 If you wish to end your Mobile Service Agreement and Mobile Service Plan please call Customer Services on 0870 087 8751 or 2883 from your TalkTalk mobile. Alternatively write to TalkTalk Mobile, Standford House, Garrett Field, Birchwood, Warrington, Cheshire WA3 7BH. If you receive more than one of our Mobile Services (i.e. voice and data), you will need to specify which of the Mobile Services you wish to end.

### **13 How we may suspend or terminate your Service Agreement**

13.1 In addition to anything else we can do under this Mobile Service Agreement, we may end your Mobile Service Agreement and/or suspend or bar your Mobile Services at any time without telling you and without incurring any liability to you if:

13.1.1 you use the Mobile Services, or we have reasonable cause to believe that the Mobile Services are being used (even if you do not know that the Mobile Services are being used in such a way) in a way contrary to clauses 11.4, 11.5, 11.6 or 11.7 and you do not correct the situation within 7 days of our request;

13.1.2 bankruptcy or insolvency proceedings are brought against you, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of your assets;

13.1.3 you fail to pay the Charges when they are due including any deposit we have asked for and you do not put it right within seven (7) days of our request;

13.1.4 you break this Mobile Service Agreement in any material way and you do not put it right within twenty one (21) days of our request;

13.1.5 we have reasonable cause to suspect fraudulent use of your credit or debit card (or those of any other person) has occurred to purchase the Mobile Services and/ or any Equipment from us;

13.1.6 we have reasonable cause to suspect that this Mobile Service Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your mobile phone number is taking place;

13.1.7 If you do anything (or allow anything to be done) which we think may damage or affect the operation of the Network or any other networks;

- 13.1.8 your Credit Limit is exceeded;
- 13.1.9 you notify us that your voice and / or data SIM card has been lost or stolen;
- 13.1.10 for reasons outside of our control; or
- 13.1.11 if any agreement, giving us access to any part of or the ability to provide the Mobile Services is suspended or terminated.

#### **14 What happens if your Mobile Service Agreement ends or is suspended?**

- 14.1 If we suspend your Mobile Services, we will not provide them again until you confirm that you will use the Mobile Services only as agreed in this Mobile Service Agreement.
- 14.2 You may have to pay a re-connection charge if your Mobile Services are temporarily suspended for any of the reasons stated in clauses 13.1.1 to 13.1.9. The applicable re-connection charge will be as set out in our Charges.
- 14.3 If the Mobile Services are suspended, this Mobile Service Agreement will still continue. You must pay all Charges under clause 4 during any period of suspension until the Mobile Service Agreement is ended including all monthly (or other periodic) line rental charges for any minimum commitment period which remains to run.
- 14.4 If this Mobile Service Agreement is ended:
  - 14.4.1 your mobile device will be disconnected;
  - 14.4.2 you will no longer be entitled to use your mobile device number;
  - 14.4.3 your voice and / or data SIM card (as the case may be) must be returned in good condition to us;
  - 14.4.4 you must immediately pay all Charges outstanding at disconnection;
  - 14.4.5 unless you have ended the Mobile Service Agreement in accordance with clause 12 (except where excluded under clause 12.2), you must immediately pay us by way of damages for loss of contract **such amount as is equal to your subscription costs for the number of days between the date you leave our service and the end of any minimum commitment period applicable to your Mobile Service Plan, less the costs which we will no longer incur for providing the relevant service to you. Unless you are within any longer minimum commitment period as stated in your Mobile Service Plan, the minimum commitment period applicable under this clause 14.4.5 will be the thirty (30) day notice period as set out in clause 12.3 ; and**
  - 14.4.6 we will repay any deposit you have given us, but only if you do not owe us any money. No interest will be payable.

#### **15 Limits on our Responsibility**

- 15.1 We do not exclude or limit liability (i) if you are injured or die as a result of our negligence or that of our servants, agents or employees or (ii) for fraud or fraudulent misrepresentation. Nothing in this clause 15 shall exclude or restrict our liability in respect of any liability that we cannot exclude or restrict by law.
- 15.2 **Other than for death or personal injury or for fraud or fraudulent misrepresentation, any liability we have of any sort (including any liability because of our negligence) is limited to £1,000 for any one event or series of related events, and to £2,000 in total for all incidents in any twelve (12) month period.**
- 15.3 Other than for death or personal injury, we shall not be liable to you under, or in connection with this Mobile Service Agreement whether or not as a result of our negligence in contract, tort, pre-contract or other representations or otherwise for any indirect or consequential loss, loss of business, revenue, profits, savings you expected to make, contracts, expenses, or for any other purely financial loss.
- 15.4 **Other than for death or personal injury we have no liability under this Mobile Service Agreement unless we agree otherwise, for any data being lost, or harmed unless as a result of our negligence.**

15.5 Each provision of this clause 15 excluding or limiting liability operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply notwithstanding the expiry or termination of our agreement.

## **16 Use of your information**

16.1 We respect your personal information and undertake to comply with applicable data protection legislation in place in the UK from time to time. We may hold information that you provide to us (such as by telephone on an application or order form or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information ("**Your Information**") may include your name, address, date of birth, gender, telephone numbers, email address, bank and credit or debit card information, occupation and employment data, lifestyle information and details of how you use the Mobile Services, which may include for example and without limitation, traffic data related to your use of the Mobile Services including, without limitation, the numbers you call, the type, date, time, location, duration, and cost of calls, messages or other communications, the addresses you send messages to, how long you are on-line, your browsing activities and other general information about the way you pay and manage your account.

16.2 We may share Your Information with: TalkTalk Telecom Group plc (company no 07105891) and its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time (and in each case, "subsidiary company" and "holding company" shall have the meanings set out in the Companies Act 2006, section 1159) ("**TalkTalk Group**") and any company or other entity in which any member of the TalkTalk Group owns (directly or indirectly) more than 15% of the issued share capital for the purposes described in this Mobile Service Agreement including, without limitation, its insurance companies); and, in the event that we undergo a re-organisation or are sold to a third party, you agree that Your Information may be transferred to that re-organised entity or third party for the purposes and subject to this Mobile Service Agreement.

### *How Your Information May be Used*

16.3 Your information may be held and used by us for a number of purposes and we may use third parties to support us with purposes which include, without limitation:

16.3.1 processing your orders or applications; administering your account and billing; settling accounts with those who provide related services to us; disclosing your data to banks and debit and credit card companies to validate your credit or debit card details; dealing with requests, enquiries or complaints and other customer care related activities; debt recovery (also using recovery agents and agents facilitating contact with you) and legal actions and all other general administrative and business purposes;

16.3.2 carrying out market and product analysis of Your Information to develop and improve and to tell you about TalkTalk Group's products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may tell you about these by post or telephone.

16.3.3 telling you by email, fax, SMS, MMS, automated telephone call and other types of electronic message about the products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you of:

(i) TalkTalk Telecom Limited; and

(ii) subject to any preferences indicated by you at the time you apply to enter into this Mobile Service Agreement or subsequently, other companies within the TalkTalk Group or third parties carefully selected by TalkTalk Telecom Limited, but without passing control of Your Information to the relevant group company or third party concerned;

16.3.4 passing on data to organisations from which you have ordered any products and services; registering your details and allocating or offering you rewards, discounts or other benefits and fulfilling any requests or requirements you may have in respect of our and TalkTalk Group's loyalty or reward programmes and other similar schemes;

16.3.5 inclusion in a telephone directory in printed/electronic format, a telephone directory available on the internet or world wide web and a directory enquiry service operated by us or by a third party but only where you have consented to this;

- 16.3.6 carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with national security, legal proceedings and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; and/or
- 16.3.7 carrying out activities connected with the running of our business such as personnel training, quality control, Network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.

#### *Credit Checking and Account Collections*

- 16.4 You agree to the disclosure by us of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, credit provider or security agency:
  - 16.4.1 any information relating to your Mobile Service Agreement with us including details of how you conduct your account and your obligations to us and your personal financial information;
  - 16.4.2 any information which is covered by our registration under the Data Protection Act 1998 as amended from time to time; and
  - 16.4.3 any information which we are required by an order of any court of competent jurisdiction or by statutory authority to disclose.
- 16.5 We may also use the information you supply to carry out credit checks to help decide whether to accept your application or future applications, and to verify your identity and to protect our legitimate interests. This may involve searching information held about you by licensed credit reference agencies who will record details of the search and your application.
- 16.6 We may use a combination of credit scoring and/or automated decision making systems when assessing your application.
- 16.7 If you proceed with an application we may subsequently disclose details to credit reference agencies of your Mobile Service Agreement, the payments you make under it, account balances and information about any default, dispute, queries and debts. We may also disclose details of any reported change of address or changes of which we become aware. We may also check and share your details with fraud prevention agencies who will record details of any false or inaccurate information provided by you or where we suspect fraud.
- 16.8 The information may also be used by us, credit reference agencies and other organisations to:
  - 16.8.1 help make decisions about other credit applications by you or other members of your household with whom you are linked financially; and
  - 16.8.2 trace debtors, recover debts, prevent money laundering and to prevent and detect fraud.
- 16.9 Information held about you by the credit reference agencies may be linked to records relating to your partner. Under certain circumstances, you may be entitled to request that you and your partner are financially independent and your application may then be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your partner that is likely to affect our willingness to offer Mobile Services to you. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis.
- 16.10 Records held by fraud prevention agencies may also be shared with other organisations to help them make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.
- 16.11 If you do not become our customer or if your application is declined we will continue to hold information about you for such period as we determine reasonably necessary for the purposes of dealing with enquiries, complying with any legal obligation and for crime and fraud prevention and detection.
- 16.12 You can ask us at any time for details of the credit reference and fraud prevention agencies to whom your information is disclosed and from whom it was obtained however we will not be able to provide you with any information relating to reasons for your failure to pass the credit scoring or automated decision making systems operated by these agencies or other information held by such agencies. If requested we may be able to give

you details of the sorts of information we take into account when assessing an application.

### *Records*

- 16.13 We may also pass your information for any specific purpose to certain third parties (some of which may be based outside of the European Union) where this is necessary or otherwise required or allowed to those who provide products or services that support the Mobile Services that we provide, such as our dealers and suppliers; credit reference agencies (unless we have agreed otherwise) who may share your information with other credit and insurance organisations and who may keep a record of the searches we make against your name; if someone else pays your bill, such as your employer, that person; those agencies and organisations involved in the prevention or detection of fraud or crime or the apprehension or prosecution of offenders, including the operators and participants of crime prevention schemes in which we participate who may compare Your Information with information collected from other sources and who may keep a record of the searches we make against your name; and anyone we transfer our business to in respect of which you are a customer or a potential customer and they may use and disclose Your Information for the same purposes as us.
- 16.14 If you wish to use our Mobile Services abroad, for example, if you wish to roam on a network abroad, it may be necessary to transfer your information outside of the European Union to that country. In addition, our web, WAP and similar sites may be based on servers located outside of the European Union. Please note that the data protection and other laws of countries outside the European Union may not protect you as well as those within the European Union.
- 16.15 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide your user information or information concerning your activities whilst using the Mobile Service we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by us to be inconsistent with these terms.
- 16.16 We may disclose to third parties aggregated data related to the use of the Mobile Service provided that a single individual is not identifiable in such data.

## **17 Changes to this Mobile Service Agreement, your Mobile Service Plan and / or the Charges**

- 17.1 We can change the terms & conditions of this Mobile Service Agreement, your Mobile Service Plan and / or any Charges at any time. We will give you notice of any changes to the extent that they are to your significant disadvantage or relate to an increase in the Charges either by writing to you, sending you an SMS, or by posting them on our Website. You may then be able to end this Mobile Service Agreement in accordance with clause 12.1. The changes will not affect a Mobile Service Agreement ended in this way.

## **18 General**

- 18.1 You cannot transfer or try to transfer this Mobile Service Agreement to anyone else unless we agree in writing. We can transfer the benefit and you agree that we can transfer our obligations under this Mobile Agreement to any third party (including, without limitation, any member of the TalkTalk Group).
- 18.2 We reserve the right to transfer this Mobile Service Agreement to any third party at any time. You may not transfer this Mobile Service Agreement to anyone else unless we have agreed in writing beforehand and we shall not unreasonably withhold such agreement.
- 18.3 If you or us break this Mobile Service Agreement and the other chooses to overlook it, this will not prevent the other from taking further action if you or us break this Mobile Service Agreement again.
- 18.4 When you use your SIM card and / or USB modem, the identity of your mobile phone number may be sent through the networks so as to be identified by the number being called. Your number may be used to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion. The identity of your mobile phone number will always be sent if calling 999, 911 or 112.
- 18.5 If the facility to eliminate the presentation of the number of an incoming call is made available, we may charge you for the use of such a facility at the price as stated in our Charges from time to time where we consider your use of such facility to be unreasonable. If you do not want your number displayed on receiving handsets key 141 before the number you wish to call. Otherwise you agree that the Network may allow the display of your mobile phone number on receiving handsets.
- 18.6 For your own protection, you must keep confidential the electronic serial number of your mobile device, any lock

code(s) associated with your mobile device, your voice mail access number, and any other personal identification password or security number. When choosing a password, you must not use words that are obscene or likely to cause offence.

- 18.7 We make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party networks over which we have no control and if you are connected to an analogue network, there is no protection for your communications over the air interface. If you are connected to the digital network, your communications over the air interface with our systems are encrypted providing a greater level of protection, but even this cannot be guaranteed. Please also read carefully the instructions provided with your mobile device. Depending upon the manufacturer and model, your mobile device may send information stored on it and receive information to and from certain third parties without your knowledge.
- 18.8 If you need to send notices to us these must be in writing and can be delivered by hand or sent by first class post to TalkTalk Mobile, Standford House, Garrett Field, Birchwood, Warrington, Cheshire WA3 7BH. If we need to send notices to you these must be in writing and can be (i) delivered by hand or posted to your address as stated on the order form or given to us during the application process (ii) sent by SMS, which must be sent to your mobile phone number, or (iii) sent by e-mail, which must be sent to you at the address stated in your application form or given to us during the application process or any other e-mail address that you supply to us for the purpose. Notices sent by post will be deemed to have arrived at their destination within three (3) working days after posting and notices delivered by hand or given by SMS or e-mail shall be deemed to have been delivered the day after the day the notice is sent.
- 18.9 We or our agents may monitor or record your calls, emails, MMS or SMS messages for our lawful business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems, to ensure effective systems operation and in order to prevent or detect crime.
- 18.10 You must tell us promptly in writing if you change your name and address or there are any changes to your bank account or payment card arrangements that may affect your payment of the Charges.
- 18.11 You may address any complaints in writing to: TalkTalk Mobile, Standford House, Garrett Field, Birchwood, Warrington, Cheshire WA3 7BH. Please include your mobile phone and account number in any correspondence.
- 18.12 The terms & conditions of this Mobile Service Agreement also apply if you lend or give your mobile device with the SIM card and / or USB modem to someone else.
- 18.13 This Mobile Service Agreement is subject to the law of England and Wales and the English Courts have exclusive jurisdiction.
- 18.14 Except in the case of any permitted assignment of this Mobile Service Agreement under clause 18.1, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause of this Mobile Service Agreement.
- 18.15 Calls to our telephone numbers may be monitored or recorded.