

Terms and Conditions for using SMARTY.

All the things you need to know now that
you're using our network and service.

SMARTY
Simple, honest mobile

V19, 12 April 2023

If you want a copy of these Terms and Conditions in an alternative format such as Braille or large print, contact our Customer Service team smarty.co.uk/contact

For more information on our accessibility services see smarty.co.uk/accessibility

Quick Summary

We've summarised the key points that we'd like you to be aware of when using Our service.

The full terms of your agreement with us for use of Our service are set out below these - it's important that you read and understand them before you start using Our service. If there is any inconsistency between this Quick Summary section, and the full Terms and Conditions set out below, the full Terms and Conditions will govern.

A. What these Terms and Conditions cover

They cover the terms on which you may use Our service. Additional terms can also be found in the Price Guide and Acceptable Use Policy and any promotional or special offer terms from time to time.

B. Variations to your agreement

If SMARTY make any changes to the terms of your agreement, including our Plans, Add-ons, Out of Plan Prices or SMARTY Group Plan terms and if SMARTY believes those changes give you a right to terminate the agreement, SMARTY will notify you at least 30 days in advance of such changes being made. SMARTY may also change or introduce new charges for Data Add-Ons which will be published on the SMARTY website. You will not be able to end this agreement in these circumstances. See Section 3.

C. Suspending or Ending this Agreement

We may suspend or disconnect your access to Our services if we reasonably believe that you haven't complied with certain terms of your agreement. If within a 6 month period you have not (i) activated an Add-on on your account or (ii) undertaken any chargeable events or activities (for example, made telephone calls, sent text or photo messages, accessed content or the internet or any other of Our services for which a charge is made), using any credit or allowance on your account, we may also suspend Our services or disconnect you. You can end this agreement at any time by stopping your use of Our services, if you pay by auto-renew then You will need to disable this at least 24 hours before your Billing Date to ensure payment for Charges for your Plan are not taken for the following month (to do this, log in on our website and then go to account settings, then payment settings then untick auto renew on your dashboard - smarty.co.uk/dashboard/settings/payment, or you can do this in app).

D. Your Information

Our Privacy Policy outlines what we do with your data and how our companies may collect, use and share your information. This includes for prevention of fraud and account management and billing purposes. You can find the latest privacy policy at smarty.co.uk/privacy. We will only use your personal information in accordance with this privacy policy and applicable UK data protection and privacy legislation. See Section 12.

If you require customer support please contact us in the first instance using our webchat at smarty.co.uk. Alternatively, you can email us at team@smarty.co.uk

Activating your SIM means that you accept these Terms and Conditions.

1. Who's who and what's what

1.1 When we say:

- (a) 'we', 'us' or 'our', we mean Hutchison 3G UK Limited, trading as SMARTY
- (b) 'you' or 'your', we mean you, the customer
- (c) 'agreement', we mean your agreement with us.

1.2 The glossary, found at the end of these Terms and Conditions, lists some useful definitions used within these Terms and Conditions.

2. About your agreement

- 2.1 Your agreement is made up of these Terms and Conditions and your Price Guide smarty.co.uk/pricguide. Additional terms may apply to any promotional or special offers from time to time.
- 2.2 Your agreement is personal to you. You're obliged to do what you've contracted to do, unless we write and say you can do something outside this agreement. Unless we give you permission (acting reasonably), you can't pass your rights or

responsibilities to anyone else – even if we give you more than one SIM or you give your device to others. It's your responsibility to make sure the SIMs are only used to access Our service, as permitted in this agreement.

2.3 This agreement doesn't cover:

- (a) Products or services you buy while using Our service; or
- (b) The supply of your device (SMARTY does not supply devices and manufacturers aren't related to us. From time to time we may promote selected handset providers however SMARTY is not liable for any offer provided by those providers or any errors or defects in relation to any device purchased from those providers).

3. Variations to your agreement or prices

3.1 We may vary any of the terms of your agreement, including our Plans, Add-ons, Out of Plan Prices or SMARTY Group Plan terms on the following basis:

- (a) any updated Plans, Add-ons, Out of Plan Prices and new terms will be available on our website, or by request to our Customer Service team;
- (b) we'll let you know at least 30 days in advance if we decide to discontinue a Plan or the SMARTY Group Plan terms (if you are part of a SMARTY Group Plan);
- (c) we may:
 - (i) change or introduce new Charges in respect of Plans, Add-Ons or change Out of Plan Prices; or
 - (ii) change or introduce new Charges as a result of any changes to Services or increases in charges imposed on us by third parties e.g. changes to roaming costs or international call costs, where such changes are related to the costs/price increases charged to us by wholesale partners or providers;
 - (iii) make changes where permitted or required to comply with law or regulation;
 - (iv) make changes which are, in our reasonable determination, required to maintain or improve the quality or security of the Services.
- (d) we may remove or terminate any discounts or Services, Plans, Add-ons or SMARTY Group Plans which you were informed at the time of purchase would be removed or terminated.

3.2 Other than in respect of:

- (a) changes to Data Add-ons; or
- (b) changes made under Section 3.1(c)(ii) (unless you are materially disadvantaged by such changes and we notify you in accordance with Section 3.3); or
- (c) changes under Section 3.1(d),

where any proposed changes impact the Plan, Out of Plan Prices for Add-ons which you subscribe to, or the SMARTY Group Plan you subscribe to are not (in our reasonable opinion) exclusively for your benefit; of a purely administrative nature that has no negative effect on you; or directly imposed by law (e.g. changes to VAT) we will notify you of such proposed changes at least 30 days in advance of the proposed changes taking place.

3.3 Where we make changes under Section 3.2(b) which in our reasonable determination are likely to materially disadvantage you, we will notify you of such changes at least 30 days in advance of such proposed changes taking place (which shall be no more frequently than once per month).

3.4 Where we have provided you with notice under Section 3.2 or 3.3 you are free to stop using Our service at any time, but if you carry on using Our service after any variation or change commences, you will be deemed to have accepted the variation.

3.5 If you have purchased a preloaded SIM from one of our partners then they have the right to discount the plan price for month 1; thereafter from month 2 should you choose to stay with us it will revert to our standard pricing.

4. What we'll provide for you – a mobile number and SIM

4.1 We'll open an account for you and provide you with a SIM and a mobile number (and we may agree to provide you with additional SIMs and phone numbers on request).

4.2 Each SIM remains our property at all times. You're being allowed to use the SIM by us on a limited license to enable you to access Our service, in accordance with the terms of this agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use the SIM to obtain service from us.

4.3 Each SIM may only be used in devices which are enabled for Our service and are authorised by us for connection to our network. Any attempt to use the SIM in other devices may result in serious damage to the device and may prevent you from being able to use it, including the making of emergency calls. In these instances, we are not responsible for any such damage or usage problems.

4.4 If you have a mobile number with another company, you can move your existing number to us. First, you need to ask your previous provider for your Porting Authorisation Code (PAC) and then you will need to give this to us. Once we've checked the details of your request, we'll confirm the date when your number will be moved to SMARTY. If the move is delayed and the delay is our fault, you will receive compensation on your SMARTY account within 30 days. For any problems then just in get in touch with our Customer Service team. Guidance on our switching process is available on our support pages: smarty.co.uk/support.

The Service

4.5 Once you're connected to SMARTY:

- (a) We'll provide you with access to Our service.
- (b) Other than 084 and 087 and 118333 (directory enquiries) which you can call using Out of Plan Add-Ons, Premium Services including but not limited to premium SMS, premium voice (09), short codes, carrier billing (also known as charge to bill or pay for it) are not available with SMARTY. When you call 084 or 087 Premium Service numbers we are required by law to stop a call if it reaches £40 spend and to cap maximum monthly cumulative spend on these Premium Services to £240. You can also control your own spending within these limits through the amount of Out of Plan Add-Ons you choose to buy. Calling 070 and 05 number also require an Out of Plan Add-On to call.
- (c) You can make international calls and roam abroad with SMARTY. To do so, you will need to purchase an Out of Plan Add-on.

- (d) You can make free calls to emergency services from your phone by calling 999 or 112. **If you want to call the emergency services on 999 with our WiFi Calling service** – please note that your access to emergency calls may be interrupted or end if you have a power cut or your internet connection fails and your location network information will not be shared automatically with the emergency organisations. If you are having problems connecting with WiFi you may wish to use a mobile or fixed network connection (instead of WiFi) and/or register (and keep us up to date) on the address where you plan to use our WiFi calling services (so we have your latest location information to hand for emergency organisations in case of an emergency). You may also be asked to confirm or provide your location when making an emergency call (to help emergency organisations identify the services you need). Please also note that emergency service calls can't be made using Skype (or other VoIP services) on your Phone
- (i) when you're outside of our coverage area in the UK, your phone will try to locate another mobile network so that you can try to contact the emergency service (however, neither your mobile telephone number or your Location Data will be transmitted in these circumstances).
 - (ii) emergency service calls cannot be made using Skype (or certain other voice over IP services) on your phone – if you do wish to call the emergency services, you'll need to make a normal voice call from your phone.
 - (iii) if you have difficulties hearing or are speech impaired and you need emergency assistance, you can send a text message with details of your location to 999 or 112 – the text will be converted and passed to the appropriate emergency service but you'll need to register your phone before you can use this service – details on how to do this are available at **emergencysms.org.uk**
 - (iv) If you have a device, other than a phone, capable of making telephone calls, you may be able to use this to make free calls to Emergency Service in the UK by calling 999 or 112, however your Location Data may not be transmitted to the emergency service in these circumstances.
- (e) You may be able to upload and send your own content using Our service. You grant us an irrevocable, royalty free, perpetual and worldwide license to store (including cache) and transmit any content you upload. All content will be dealt with in line with our privacy policy
- (f) We may:
- (i) Change or withdraw some, or part, of Our services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Depending upon the changes that are made, you may have a right to end this agreement, as explained in Sections 4 and 9. If you choose to change plans, you may find the old plan has been withdrawn or is no longer available on the same terms should you wish to change back.
 - (ii) Also change how Our services are presented and delivered to your device or are otherwise made available to you. We can change the way they're presented, delivered or otherwise made available to you at any time.

Limitation of SMARTY Service

4.6 We'll always try to make Our service available to you. However, Our services are only available within our coverage area in the UK and abroad. Within this, there may be areas where you don't have access to all of Our services, or where coverage is otherwise limited or unavailable. Problems can happen if we are carrying out maintenance work or if you are outside our coverage area, in a tunnel for example. Further, throughout 2023 and 2024, Three, who provides our network, will be upgrading the network. Following these changes, you will need a 4G or 5G device capable of making voice calls on the 4G network to access the Services. 3G-only devices, and early 4G handsets that can only make 3G voice calls, will no longer work on the network in areas where the upgrade work is underway or has been completed. For more information about coverage, take a look at **smarty.co.uk/coverage**.

Disruption to SMARTY Services

4.7 There may be situations when Our services are not continuously available or the quality is affected, so we can't guarantee continuous fault-free service. For instance:

- (a) When we need to perform upgrades, maintenance or other work on our network;
- (b) When you move outside our service area while you're on a call (in this case calls may not be maintained) or using data (in this case, User's connection may be lost);
- (c) When you're in areas not covered by our network. In these cases, Our service relies on other operators' networks where we have no control; and
- (d) Because of factors outside our control, such as the features or functionality of your device, regulatory requirements, lack of capacity, interruptions to service from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

5. What you'll do in return - Personal Security

- 5.1** As we own the SIM and it remains our property, you must ensure that you keep the SIM safe and secure while it's in your possession and you must ensure that you're able to return it to us, if required.
- 5.2** You must keep all PINs and passwords secure and confidential.
- 5.3** You should immediately change your PIN or password if you become aware that someone is accessing service on your account without your permission.

Responsible use – How you use Our service

- 5.4** You may only use SMARTY Services:
 - (a) As laid out in this agreement; and
 - (b) For your own personal, non-commercial use. This means you must not resell or commercially exploit any of Our services or content.
 - (c) You must be 16 years or older to hold an account with SMARTY. If you are a Group owner you must be 18 years or older and if you are a group member you must be at least 13 years old (see Section 14 for more detail on Group Plans). If you are aged 16 or under, you must obtain your parent or guardian's consent to use SMARTY's Services.

- 5.5 You must not use SMARTY Services, the SIM or SMARTY phone number or allow anyone else to use Our services, the SIM or SMARTY phone number for illegal or improper uses. For example:
- (a) For fraudulent, criminal or other illegal activity or unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses;
 - (b) In any way which breaches another person's rights, including copyright or other intellectual property rights;
 - (c) To copy, store, modify, publish or distribute Our services or their content, except where we give you permission;
 - (d) To download, send or upload content of an excessive size, quantity or frequency. We'll contact you if your use is excessive;
 - (e) In any way which breaches any security or other safeguards or in any other way which harms or interferes with our network, the networks or systems of others or Our services; or
 - (f) To use or provide to others any directory or details about our customers.
- 5.6 You must co-operate with us and follow our reasonable instructions to ensure the proper use and security of your account. This includes (but is not limited to) any instructions from us to update the settings on your device in which you're using our SIM.
- 5.7 If anyone makes, or threatens to make, any claim or issue legal proceedings against you relating to your use of Our services, you'll notify us of this immediately and, 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.
- 5.8 We have published an Acceptable Use Policy which provides more details about rules to protect SMARTY's employees from abuse or harassment. This policy is available on our website and may be changed from time to time. This policy forms part of your agreement with us.
- 5.9 We may publish additional policies which will provide more details about the rules for use of certain of Our services in order to ensure that:
- (a) The use of Our service is not excessive;
 - (b) To combat fraud; and
 - (c) Where the Service we offer, or may introduce, require certain rules to ensure they can be enjoyed by our customers.

If we publish such a policy, we'll let you know you know by publishing it on our website, smarty.co.uk. Such a policy may be amended from time to time, for instance, if we discover that Our service is being used for fraudulent purposes, or excessive use of Our service is causing problems for us, our systems, or for other users, or if we introduce new Services which require certain rules to ensure that such new Services can be enjoyed by our customers. Again, we'll let you know if this happens.

Responsible use – How you use the Messaging Service

- 5.10 While using the Messaging Service, you must not send or upload:
- (a) Anything that is copyright protected, unless you have permission;
 - (b) Bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
 - (c) Anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 5.11 We may put limits on the use of certain Services, such as Messaging Services. For example, we may limit the size of messages or storage space.
- 5.12 While we have no obligation to monitor the Messaging Service, if you use the Service in a manner that we deem contrary to normal consumer activities, we reserve the right to stop your Service without notice. You may still be charged for any content which is blocked or removed.

Responsible use – How you use Age Restricted Service

- 5.13 If you're under 18, you're not permitted to access our Age Restricted Service. If you're 18 or over and you access the Age Restricted Service, you must not show or send content from the Age Restricted Service to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Service if you let anyone under 18 use your device.
- 5.14 You accept that we cannot control access to Age Restricted Services obtained over WiFi.

Responsible use – Unlimited Data Only Plans

- 5.15 Our Unlimited Data Only SIM plans are for personal, non-commercial use only and can be used in SIM enabled tablets or laptops and portable mobile WI-FI devices and is uncapped for this use. This SIM card should not be used as a permanent long-term alternative to home broadband. If we determine in our sole opinion that your use of the SMARTY Services is in breach of these Terms and Conditions and/or exceeds that reasonably expected of someone using the Service for legitimate personal, non-commercial use, then we may at our discretion terminate (in accordance with Section 9), or Suspend (in accordance with Section 8), or restrict your SMARTY Service. As an example, without limitation, we consider that if you regularly tether more than 8 devices that this is unlikely to be legitimate personal, non-commercial use.

Responsible use – Unlimited Voice Plans

- 5.16 Our Unlimited Voice Plans are for personal, non-commercial use only and can be used in SIM enabled mobile devices, tablets laptops and portable mobile WI-FI devices and the data is uncapped for this use. This SIM card should not be used as a permanent long-term alternative to home broadband. If we determine in our sole opinion that your use of the SMARTY Services is in breach of these Terms and Conditions and/or exceeds that reasonably expected of someone using the Service for legitimate personal, non-commercial use, then we may at our discretion terminate (in accordance with Section 9), or Suspend (in accordance with Section 8), or restrict your SMARTY Service. As an example, without limitation, we consider that if you regularly tether more than 8 devices that this is unlikely to be legitimate personal, non-commercial use.

Responsible use – How you use SMARTY Services outside the UK

- 5.17 If you use SMARTY Services from a country outside the UK:
- (a) Your use of the SMARTY Services may be subject to laws and regulations that apply in that other country. We're not liable for your failure to comply with those laws or regulations.
 - (b) For roaming to work automatically when you arrive at your destination, you will need to update your APN settings once before use abroad and ensure data roaming is switched on in your device's settings. To understand how to do this see our [Setting Up Your Phone To Work Abroad](#) help article on our website [here](#).
 - (c) You will be roaming on another operator's network so:
 - (i) you may not receive the same level of coverage and speed as you're used to on the SMARTY network. We have no liability if you are not able to access Services abroad, or if the quality of any other operator's network services differs from those provided on the SMARTY network and;
 - (ii) we accept no responsibility for information processing when it leaves our control.
 - (d) If you're travelling in the EU:
 - (i) you will be subject to our data fair use limit of 12GB each month.
 - (ii) you will receive a notification when you reach 80% of your 12GB limit and once it's reached. If you need more EU data you can purchase an appropriate Add-on. Details of the different types of Add-ons are available from time to time are set out in the Price Guide or on your dashboard.
 - (iii) you are able to use Our services for a maximum of 60 continuous days, after which we will Suspend your Services in line with clause 8.1 i) below.
- 5.18 If you have unused data in a Data Add-on you can use to roam in the EU once you've used up your monthly 12GB EU data fair use limit.
- 5.19 You may accidentally roam if you're in an area close to national borders because your device picks up a network signal across the border. If this is the case then you may be charged as if you were roaming on an international network.

Paying your Charges

- 5.20 Payment for your Plan is made upfront each month. You will need to register a payment method (e.g. credit or debit card, PayPal or Google Pay) so that you can pay automatically when your Plan is renewed every month. You are able to turn off auto-renew at any time in your dashboard (log in on our website and then go to account settings, then payment settings then untick auto renew on your dashboard - smarty.co.uk/dashboard/settings/payment, or you can do this in app) and instead choose to pay for each month manually in advance but if you do not pay in time, our Services may be suspended.
- 5.21 Your billing cycle will start once you activate your SIM and payment for your Plan is due (and if you have auto-renew enabled, will be taken) on the same day monthly thereafter ("**Billing Date**"). If you pay on 29, 30 or 31st of a month your Billing Date will be earlier in a shorter month.
- 5.22 If you are on the 1GB, 2GB, 3GB, 4GB or 8GB data discount plans, you benefit from money off your next bill providing you remain on the eligible plan. If you choose to upgrade your plan to a big data Voice plan (e.g. 30GB, 50GB or Unlimited plan) you will not benefit from any discount for unused data on your next bill.
- 5.23 Where applicable, any credit or allowances contained on your account will be reduced each time you use or incur Charges for SMARTY Services. You may only use Add-ons to obtain credit or allowances for access to SMARTY Services that are outside your Plan. Add-ons and any credit or allowance on your account are not redeemable for cash under any circumstances.
- 5.24 Data Add-ons and Out of Plan Add-ons are automatically activated on your account.
- 5.25 Data Add-ons and Out of Plan Add-ons will not expire as long as your account is active. See your dashboard for expiry details of other available Add-ons, e.g. you may be able to select a particular Add-on to last for a defined number of days. Duration of Add-ons will always be clear in your dashboard.
- 5.26 If you use your device to buy goods and services from third parties, you're responsible for paying any bills they may send to you.
- 5.27 To protect you against fraud, we may place limits on the amount of credit that can be activated on your account. We may vary these limits from time to time.

SMARTY Social Tariff

- 5.28 We are offering an Unlimited Voice Plan social tariff (the "**SMARTY Social Tariff**") to individuals who are in receipt of eligible benefits. These benefits are currently Income based employment & support allowance, Income based job seekers, Income support, Pension credit, Universal credit and may be updated from time to time ("**Eligible Benefits**").
- 5.29 By requesting to take the SMARTY Social Tariff you consent to us sharing your personal data (first name, surname, DOB and postcode) with the Department for Work & Pensions ("**DWP**"), from time to time, to check you are in receipt of Eligible Benefits, as well as for other legal and regulatory obligations ("**Eligibility Checks**"). There are no credit checks.
- 5.30 Please ensure that your SMARTY account details match the details held by DWP, otherwise Eligibility Checks may fail. All Eligibility Checks are final, SMARTY cannot override the results and therefore if you fail an Eligibility Check you cannot take or remain on the SMARTY Social Tariff.
- 5.31 We will conduct Eligibility Checks, and therefore check you are eligible to have the SMARTY Social Tariff, at least once every 12 months.
- 5.32 If, on checking, we discover you are no longer in receipt of Eligible Benefits we will contact you and move you to another SMARTY plan on the next billing date. That plan will be no more expensive than the Social Tariff and you

will have the usual flexibility to choose an alternative plan or to cancel prior to the start of the new plan. If you do not want move onto a replacement plan and have auto-renew enabled, please remember to switch this off.

- 5.33 Each individual may only hold one SMARTY Social Tariff. You cannot take out a SMARTY Social Tariff for a family member as the Eligibility Checks are unique to you.
- 5.34 The SMARTY Social Tariff has all the same inclusions and conditions as a standard Unlimited Voice Plan, including unlimited UK calls and texts, unlimited data and EU roaming (subject to our fair use policy). As a SMARTY Social Tariff holder, you are able to refer friends to our standard tariffs to benefit from the Refer a Friend scheme but Refer a Friend will not work when referring a friend to the SMARTY Social Tariff.
- 5.35 The SMARTY Social Tariff works in the same way as other SMARTY plans and can be cancelled at any time as it is a monthly rolling plan. There are no annual price rises.
- 5.36 The SMARTY Social Tariff cannot be used in conjunction with our groups discounts and offering or any other offers and promotions. You are however free to switch to another plan if you prefer that offer for your next renewal date. Please note, if you wish to move back to the SMARTY Social Tariff you may be subject to Eligibility Checks again.

6. Your Rights – Complaints

- 6.1 If you're unhappy about any aspect of Our service, you should contact Customer Services.
- 6.2 We'll investigate any complaint in accordance with our customer complaints code, after which we'll contact you with the results. A copy of our customer complaints code can be viewed on our website at smarty.co.uk/complaints or you can request a copy by contacting SMARTY. If we are unable to resolve your complaint, you may, depending on the nature of your complaint, be entitled to ask Ombudsman Service: Communications to consider your complaint for you. Their website address is: ombudsman-services.org.
- 6.3 See our **Privacy Policy** on our website at smarty.co.uk/privacy for information about data protection and privacy complaints.

7. Our Rights – Intellectual Property

- 7.1 All rights, including copyright in Our service and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.
- 7.2 The 'SMARTY' branding including all related images, logos and names on Our service are proprietary marks of our group of companies. We reserve all our rights.

8. Suspension of your Service

- 8.1 We may Suspend any or all of Our services you use without notice if:
 - (a) We reasonably believe you have provided us with false or misleading details about yourself as set out in Section 12;
 - (b) Your use of Our services is excessive (as may be defined in accordance with Section 5.8, 5.14 and 5.15 above), is causing problems for other users, and you're continuing to use Our services excessively;
 - (c) We believe your SIM has been lost, stolen or is being used in a way not permitted by this agreement;
 - (d) We reasonably believe that you have used Our services, the SIM(s) or a SMARTY phone number for illegal or improper purposes in contravention of our responsible use requirements in Section 5 above;
 - (e) We receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you're using Our services in any of the ways prohibited in Sections 5.5, 5.9 and 5.12). If this happens, we'll deal with the complaint in the manner set out in Section 6; or
 - (f) We're required to Suspend your Service by the emergency services or other government authorities.
 - (g) You have not activated an Add-on on your account or undertaken any chargeable events or activities (for example, made telephone calls, sent text or photo messages, accessed content or the internet or any other Our services for which a charge is made) using any credit or allowance on your account within the preceding 6-month period. If you do not have an Active Add-on on your account, your phone will continue to be capable of receiving incoming calls for the preceding 6-month period; and/or
 - (h) If your account balance drops below zero and you have failed to purchase an Add-on or otherwise make a payment to us to clear such negative balance.
 - (i) If you fail to pay for your next month's plan on or before the Billing Date.
 - (j) If we have identified that you have used Our services outside of the UK for a continuous period of 60 days or longer in a rolling 12-month period.

If we Suspend any or all of your Services, you'll still be able to make emergency calls (unless they've been suspended at the request of the emergency services). If your Service is Suspended, we may agree to re-connect you if you ask us to do so and there may be a re-connection charge for this. **We may continue to charge for your plan during the time your Services are Suspended. To prevent further payment being taken, you can login to your SMARTY dashboard at any time and disable auto-renew.**

9. Ending this agreement and Disconnection of your Service

- 9.1 You may end this agreement by stopping your use of the Service at any time. You will need to turn off auto-renew (log in on our website and then go to account settings, then payment settings then untick auto renew on your dashboard - smarty.co.uk/dashboard/settings/payment, or you can do this in app) at least 24 hours before your Billing Date to ensure payment for Charges for your Plan are not taken for the following month.
- 9.2 If you choose to end this agreement for any reason other than that specified in section 3.4 above, you will not be entitled to any

pro-rated refund of your monthly plan charge or partially used Add-Ons and these Charges will be forfeited. If we end the agreement due to your conduct, then all Charges remaining on your account on Disconnection will be forfeited.

9.3 You can request a PAC (to leave and take/port your number to another provider) or STAC (to switch to another provider without taking your number – although please make sure that you want to do this as a terminated number cannot be reversed) in your online account settings by going to “manage plan” and then “leave SMARTY”. You can also text PAC to 65075 or STAC to 75075, or request a PAC or STAC through support webchat. If you request a code, you’ll see it on your dashboard. If you use your code, you’ll receive a notification and see that your account has closed next time you log in. Guidance on our switching process is available on our support pages: smarty.co.uk/support.

9.4 We may end this agreement in the following ways:

- (a) On 30 days’ notice. We can end this agreement by giving you at least 30 days’ notice. Your agreement will finish at the expiry of the 30-day notice period or a later date which we specify.
- (b) For non-use or non-payment of your Service. We will terminate your Service if you have not purchased a plan, within the preceding 6-month period or your account has been suspended for at least 6 months. We will contact you 40 days before we Disconnect, where you’ll have the opportunity to keep your account live by purchasing a new plan. We Disconnect you for non-use of Service as set out in this section any unused credits or allowances on Add-ons remaining on your account on Disconnection will be forfeited.
- (c) Because of your conduct.
- (d) In the following cases, we may end your agreement immediately:
 - (i) if we have the right to Suspend your Service on any of the grounds in Section 8 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;
 - (ii) if we believe that your communications or actions with regard to our Customer Support or any of our retailers or agents, or your use of Our service, are jeopardizing the operation of the network, or are of an unacceptable nature;
 - (iii) in the event of your death; or
 - (iv) where you have used the Service in a way not consistent with the ordinary use of a consumer.
- (e) No network access for our Service. We may end your agreement if we no longer have access to other operators’ networks which we need to provide Our service, or if we are no longer able to provide Our service due to factors beyond our control or because we cease business. If reasonably possible under these circumstances, we’ll endeavour to provide you with such notice as is practical.

10. Effect of this agreement ending

10.1 If this agreement ends, we’ll close your account and Disconnect you and you’ll not be able to use Our service. In addition, you’ll lose your phone number unless you have made a request for your number to be ported prior to Disconnection.

10.2 If we end the agreement due to your conduct, then all Charges will be forfeited.

11. Liability – Limits on our liability

11.1 All of our obligations to you relating to Our service are set out in this agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.

11.2 Except as set out in 11.3:

- (i) All other terms, conditions and warranties relating to Our service are excluded;
- (ii) Our entire liability to you for something we do or don’t do will be limited to £3,000 for one claim or a series of related claims; and
- (iii) We are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Our service. We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.

11.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can’t be limited or excluded by applicable law. If you’re a consumer, the terms of this agreement will not affect any statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen’s Advice Bureau.

Our service – areas where we have no responsibility

11.4 We’ll try to ensure the accuracy, quality and timely delivery of Our service. However:

- (a) We accept no responsibility for any use of, or reliance on, Our services or their content, or for any disruptions to, or any failures or delays in, Our service. This includes, without limitation, any alert service or virus detection service; and
- (b) Subject to Section 11.3, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error free nature, compatibility, security or fitness for purpose of Our service or their content. They’re provided to you on an ‘as is’ basis; and
- (c) We’ll not be liable:
 - (i) For any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or
 - (ii) If we cannot carry out our duties, or provide Our service, because of something beyond our control.

Others’ content and service – areas where we have no responsibility.

11.5 You may be able to use Our service:

- (a) To upload, email or transmit content using Our service; and
- (b) To access content which is branded or provided by others and to acquire goods and service from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control

over the content, goods or service. We are not responsible or liable in any way for, and do not endorse, any of this content, goods or service.

This Section 11 will apply even after this agreement has ended.

12 Privacy Notice and Your Information

12.1 What we do with your Data:

- (a) Our Privacy Policy outlines what we do with your data and how our companies may collect, use and share your information. This includes for prevention of fraud and account management and billing purposes. You can find the latest privacy policy at smarty.co.uk/privacy. We'll only use your personal information in accordance with this privacy policy and applicable UK data protection and privacy legislation.
- (b) You must keep any passwords and PIN numbers relating to your account and Our service safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately via webchat ask us to change them. This is your responsibility.
- (c) Whenever you provide us with personal information about yourself you agree that it will be true, complete and accurate. You must tell us if this information changes. If we reasonably believe that you have supplied us with false or inaccurate information, or if we suspect fraud, we may delay your Connection or Suspend your access to Our service until an investigation has been completed to our satisfaction. If you provide us with information about another individual you must have their agreement to do so or be acting with legal authority.
- (d) The Privacy Policy and these Terms and Conditions will be updated on a regular basis and we recommend that you check back regularly. If there is a fundamental change to the Privacy Policy we will notify you.
- (e) Contacting us:
 - (i) If you have any questions with regard to the use of your data and how we share it please contact us at dpa@smarty.co.uk
 - (ii) Post: SMARTY, DPO, 450 Long water Avenue, Green Park, Reading, Berkshire, RG2 6GF

13. Notices

- 13.1 Our website is a source of information that you may find useful when using Our service – it's the most up to date source of information about us and Our service. You may find it useful to refer to when using Our Service.
- 13.2 If we need to send any notices under this agreement to you, we'll do this by communicating them to you via phone, text message, electronic messaging, email, or mail.

14. SMARTY Group Plans

- 14.1 The following terms apply to customers who are in a SMARTY Group Plan. By creating or joining a SMARTY Group you agree to be bound by the terms and conditions set out below.
- 14.2 SMARTY Groups allows a group owner to manage multiple accounts from a single place. Group owners can invite family and friends to a group or add additional SIMs to their own account to benefit from a discount.
- 14.3 In order to create a SMARTY group and be a group owner you must be 18 years or older and be an existing customer. Group owners may add up to 7 additional accounts to their group.
- 14.4 A group has one owner and must consist of at least 2 SMARTY accounts and no more than a total of 8, including the group owner. Once the group has been created group ownership cannot be transferred between members of the group.
- 14.5 A group owner is the account holder and responsible for all future activity on each member or SIM account within the group including managing and paying for all accounts within their group. Only the group owner is permitted to make any changes to the accounts within the group.
- 14.6 The group owner can invite family and friends to become group members. They may be either existing SMARTY customers or new to SMARTY but they must be over 13 years of age (members under the age of 16 will not be able to take control of their accounts if they leave the group – see section 14.27). The group owner can set up view-only account access for group members, enabling the group member to view their SIM plans and usage but the member won't be able to change their plan and account details. View-only access requires one email address for each group member, using a separate email address to the group owner's registered email. Alternatively, the group owner can associate multiple SIMs to their group owner email address.

SMARTY Group Plans and Benefits

- 14.7 Group owners can view all members usage including use of data and the members call data records. Customer Support is only able to discuss details of the members accounts with the group owner.
- 14.8 Group owners have the ability to choose any available plan for any group member to suit every member's needs.
- 14.9 As a group owner you save 10% on every SIM in your group (subject to clause 14.10 below). The 10% saving is in addition to SMARTY's data discount (if a data discount plan is chosen) for unused data.
- 14.10 Please note that if you already have a promotional discount, the 10% group discount will only be applied to your plan once your promotional discount ends. If you have a promotional discount that doesn't expire you will retain your promotional discount and will not receive a group discount. If you want to take advantage of your 10% instead of the promotional discount then please get in touch with customer support.
- 14.11 The group discount will be applied at the end of the relevant plans billing cycle and after any data discount for unused data that might be due depending on the plan selected.

SMARTY Group Plans Payment

- 14.12 Group owners are responsible for all future activity, settings and payments for every member account within the group. All member accounts within a group will be on the group owner's confirmation email when the plans successfully renew. Payment is made in advance, so group owners are fully in control.
- 14.13 All members use the group owner's payment method. Once a new member has accepted a group owners' invitation and joined their group the group owner will receive an email confirming: (i) plan details; (ii) monthly charges for the new member's account; and (iii) when the next payment is due. The group owner will also be able to schedule a plan change regardless of the plan a member joins the group with.
- 14.14 Group owners may update their payment settings at any time. This will automatically update payment settings for all member accounts in the group. The payment settings available are (a) payment details saved for future use; and (b) auto-renewal for each plan within the group. Please note that group owners can choose for all group plans to be on auto-renew or only selected group plans.
- 14.15 Group member payment dates will not be aligned to the group owner's payment cycle and these cannot be changed. If you were already a SMARTY customer when you joined a group you will maintain your auto renew settings where the group owner has selected to save their payment method. Please note the group owner may amend these at any time.
- 14.16 Any payment method linked to a group members account will be replaced with the group owner's payment method. Previously stored payment methods linked to group member accounts will be removed and group members will no longer be able to update payment settings via their account.
- 14.17 All purchases and payment settings will be managed from the group owner's account. Group members will not be able to make purchases or payments from their accounts.
- 14.18 All email notifications will be sent to the group owner. Group members will still receive Service notifications via SMS.
- 14.19 It is important to note that adult content settings, reporting a lost or stolen SIM, and the ability to terminate the account will all be managed through the group owner's account.

What can Group Owners and Group Members see and/or do?

- 14.20 Group owners will have the ability to see all group members plans, usage and call history from the date the group member joins the group. The group owner will also have the ability to activate group member SIMs, provide PAC/STAC to bring the group member's number to SMARTY or to switch provider to SMARTY and leave their old number. Group owners will also have the ability to request a PAC/STAC for a group member's number in the future to switch to another provider.
- 14.21 Group members can see their own plans, data usage and call history. As a group member you can also edit your own personal details (i.e. email, password and address). Group members will have the ability to activate their SIM and provide a PAC/STAC to bring their number to SMARTY or to switch provider to SMARTY and leave their old number. Please note that the group owner can do this too and so if, as a group member you do not want the group owner to do this then please do not provide your PAC/STAC from your old provider to the group owner. Note also that the group owner can also request a PAC/STAC for a group member's number in the future to switch to another provider – do not join as a group member if you do not want the group owner to be able to do this.
- 14.22 Other group members will not have access to any other group member's account through their account, unless they are a group owner.

Existing Offers

- 14.23 If you have an active offer that expires after a specified time, your group discount will be applied after your current offer expires.
- 14.24 If you have an active never expiring offer, then you'll keep your offer and the group discount won't be applied to your monthly bill. The same applies to every member in your group.

Removing Members from SMARTY Group Plans

- 14.25 If you're a group owner and you'd like to remove a specific member from your group plan you can do this on your dashboard (provided the member is 16 years or older) or contact Customer Support through webchat. You will need to verify you're the group owner, and that the member account has the right permissions to be transferred to a regular SMARTY account, including that they are 16 years or older. The group member will receive a notification in accordance with section 14.27 below that they've been removed from your group.
- 14.26 How do I leave a group plan? Group members that would like to be removed from a group plan will need to speak to their group owner and ask them to remove them on their dashboard (provided you are 16 or older) or contact Customer Support through webchat. They'll be asked to verify that they're the group owner, and that your member account has the right permissions, including that you are 16 years or older, to be transferred to a regular SMARTY account. If you are under 16 then you cannot hold a regular SMARTY account with us and your account will be closed if you are no longer part of a group.
- 14.27 Group members that are removed from group plans will receive a notification that they've been removed from the group and provided they are 16 or older will be required to enter their own payment method to continue using the Service. If a group owner removes a group member who is under 16 then that group member's account will be closed.

How do I leave SMARTY If I'm in a SMARTY Group Plan?

- 14.28 If you're a group member, you can text PAC to 65075 to leave and port your number to another provider (you'll need the

group owner's permission to take the number with you if they held it first) or STAC to 75075 to switch to another provider without porting your number. If you request a code, you'll see it on your dashboard. If you use your code, you'll see that your account has closed next time you log in. Your group owner will be notified by email.

14.29 If you're a group owner you can request a PAC to leave and port your number to another provider or STAC to switch to another provider without taking your number through your online account settings. You can also text PAC to 65075 or STAC to 75075, or request a PAC or STAC through support webchat. If you request a code, you'll see it on your dashboard. If you use your code, you'll receive a notification and see that your account has closed next time you log in. You'll maintain ownership of your group member accounts even after you close your SMARTY account, and will have access to your member accounts using the same login details.

14.30 If you're a group owner and you'd like to close a group member account:

(a) you can request a PAC to close and port their number to another provider, or STAC to switch to another provider without taking their number through their online account settings. Alternatively, you can also request a PAC or STAC for that members account through support webchat.

(b) If you request a code for a group member, you'll see it on their dashboard when you switch to their account. If their code is used, you'll receive an email notification and see that their account has closed next time you switch to their account. You'll still be able to view that member's payment history even after it's closed. You can request to remove their account from your group through support webchat.

How to request a replacement SIM from a SMARTY Group Plan

14.31 If you're a group owner and you'd like to request a replacement SIM for one of your group members, you can request a replacement SIM in individual Member dashboards or contact Customer Support through webchat.

Other terms

15. This agreement is governed by English law unless you live in Scotland in which case, it will be governed by Scottish Law. Each of us agrees to only bring legal actions about this agreement in a UK court.
16. If you, or we, delay, or do not take action, to enforce our respective rights under this agreement, this does not stop you, or us, from taking action later.
17. If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
18. We may assign or transfer some or all of our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement (so far as such obligations are relevant to the assigned or transferred rights), provided that your rights under the agreement or any guarantees given by us to you are not affected. No other person (other than our assignee(s), if any) may benefit from this agreement.
19. In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number.
20. You confirm that you have full contractual capacity to agree to the agreement and are able to pay the Charges. Our registered company number is 03885486 (England and Wales) and our registered office is at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF
21. If you require customer support please contact us in the first instance using our webchat at smarty.co.uk. Alternatively, you can email us at team@smarty.co.uk

Glossary.

Specific words and phrases that need further explanation.

Add-on means: a Data Add-on, an Out of Plan Add-on or other Add-ons available from time to time (as set out in the Price Guide or on your dashboard);

Age Restricted Service: any Service for use only by customers 18 or over.

Billing Date: has the meaning in Section 5.

Charges: charges for access to, and use of, Our service as set out in the Price Guide. These charges may cover (without limitation) fixed periodic charges, including your monthly Plan charge, charges for Add-ons, account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments from you.

Communications Data: information about the routing of service, calls and messages you make and receive, the date, time, duration and cost of these, and information about the identity of your device and SIM.

Connection: the procedure by which we give you access to Our service. 'Connect', 'Connecting', and 're-Connection' have corresponding meanings.

Data Add-on: an optional add-on to your Plan which you can purchase to enable you to use data as set out in our Price Guide

Disconnection: the procedure by which we stop your access to your Service as described in Section 9. 'Disconnected' and 'Disconnecting' have corresponding meanings.

Location Data: data indicating the geographical location of your device when using Our service or when your device is switched on.

Messaging Service: any email, fax and voicemail Service, text (SMS) and multimedia messaging Service (MMS), personal

information management and other message or communication facilities which let you communicate with others.

Out of Plan Add-on: an optional add-on to your Plan to enable you to make chargeable calls and activities as set out in our Price Guide. For example, they may include (but they're not limited to): Premium Services, directory enquiry service, any other Service listed in our Price Guide, calls to non-geographic numbers (such as calls to 084, 087, 070, 05), international calls and international roaming, and if you are on a Data Only Plan - UK calls and texts).

Out of Plan Prices: means the prices charged for chargeable calls when using an Out of Plan Add-on.

Plan: our current Plans available for you to select that are set out in the Price Guides as well as any other Plans we may introduce in the future. There may be more than one Plan available for you to choose from and if so, you'll be required to select one before you're Connected to us. Depending upon the Plan you choose, you may receive an allowance which entitles you to a specified number of voice minutes, text messages and/or internet data – details of these are set out in the Price Guide.

The Plans we offer may be amended or withdrawn from time to time and can be viewed at smarty.co.uk or requested from our Customer team.

Premium Service: any Services which are charged at premium rates.

Price Guide: the document that sets out the Plans available to you, our current Charges and related details. This document is divided into sections, each section aimed at providing a summary of all the Charges applicable to a particular type of Plan or tariff. The Price Guide can be viewed at smarty.co.uk/priceguide

SIM: a card which contains your phone number and enables you to access Our service.

SMARTY Customer Service: Our service team who are available to help you with your queries. customers can contact smarty.co.uk/contact

Our service (or Service): the service offered by us, including call service Messaging Service, Storage Service, Age Restricted Service and Premium Service (if available), which we have agreed to provide for you.

Storage Service: any service which offers you storage capacity on our network for storage of content which you access from Our service.

Suspension: the procedure by which we temporarily Disconnect your access to our service as described in Section 8. 'Suspend' has a corresponding meaning.

Tablet: a tablet personal computer which is authorised for connection to our network and is used to access Our service.

Terms for our service: Terms and Conditions for using our network and Our service.

Wi-Fi Calling: Wi-Fi Calling is a service supported by some devices that allows you to call and text whenever you're on Wi-Fi in the UK, even if there's no mobile signal