



# O2 Mobile Broadband Consumer Tariff Terms.

## General

1. O2 Mobile Broadband allowance includes:
  - a. A set amount of data via use of O2 UK's Edge/GPRS/3G/HSDPA networks; and
  - b. unlimited Wi-Fi via The Cloud's UK Wireless LAN network, (subject to excessive usage policy) for personal internet use via your modem or data card. Applies to use in the UK only. All usage must be for your private, personal and non-commercial purposes.
2. You may not use your SIM Card:
  - a. in, or connected to, any other device excluding modems/data cards;
  - b. to allow the continuous streaming of any audio / video content, enable Voice over Internet (Voip), P2P or file sharing; or
  - c. in such a way that adversely impacts the service to other O2 customers or Cloud customers.

If O2 reasonably suspects you are not acting in accordance with this policy O2 reserves the right to impose network protection controls which may reduce your speed of transmission, remove O2 Mobile Broadband or Wi-Fi from your account or disconnect your tariff at any time, having attempted to contact you first.

3. Use of O2 Mobile Broadband is subject to a compatible laptop. Minimum system requirements are Windows 2000, XP, Vista, MAC OS X (10.4.7+).
4. Access to O2 Mobile Broadband is subject to network coverage.
5. The current maximum speed available on the O2 UK network is 3.6Mbps. However, connection speeds are subject to various factors including network coverage and signal strength and therefore we cannot guarantee that your connection will reach any specific speeds.
6. All prices shown include VAT. Prices are correct at time of publication but are subject to change.

7. O2 reserves the right to change or vary the O2 Mobile Broadband service from time to time.
8. These terms incorporate the O2 Privacy Policy, a copy of which is available at [o2.co.uk](http://o2.co.uk).

## **O2 Mobile Broadband Pay Monthly**

1. To order O2 Mobile Broadband Pay Monthly you must be resident in the UK and aged 18 or above.
2. Connection to O2 Mobile Broadband is subject to status, credit-check and agreeing to the terms of either a one month, 18 month or a 24 month minimum term O2 Pay Monthly Airtime Contract. If you cancel your agreement during the minimum term you will be required to pay the outstanding monthly charges for the remainder of your minimum term.
3. If you connect to a one month minimum term contract you may provide written notice that you wish to end your O2 Mobile Broadband contract at any time and this will be effective 30 days after we receive your notice. You will be required to pay the applicable monthly charge for your O2 Mobile Broadband tariff until the end of this 30 day notice period.
4. If we increase the monthly price of your O2 Mobile Broadband contract we will provide 30 days advance written notice of the change. In these circumstances if you have an 18 or 24 month minimum term O2 Mobile Broadband contract you may end your O2 Mobile Broadband contract with us provided you give us a minimum of 30 days written notice and provided you notify us within one month of our telling you about the price changes. Any existing O2 Pay Monthly Mobile airtime contract you have with us will not be affected.
5. You may not switch your mobile broadband tariff to another mobile broadband tariff during your minimum term unless we agree otherwise. This clause supersedes any contradictory term in the O2 Pay Monthly airtime agreement. Please contact us via customer services if you wish to discuss changing your mobile broadband tariff.
6. A maximum of 4 O2 Mobile Broadband connections is allowed per person.

7. If applicable, O2 Mobile Broadband upgrades are not available until the end of any existing minimum term contract and are subject to signing a new minimum term contract.
8. You can monitor your data usage through the Connection Manager software by clicking on the 'Tools' icon, followed by 'Help' and then 'Log'. Data usage can be displayed by calendar month that may not match your billing period so it should be used for guidance only.
9. Unused data cannot be carried forward one month to the next on any tariffs. Existing customers transferring tariffs will lose any accrued rollover allowance. Data usage is measured in kilobytes (KB). 1MB = 1024 Kilobytes (KB), 1024 MB = 1 Gigabyte (GB).
10. Any data used above your monthly bundle allowance will be charged at £0.20 per MB. You are liable for all data used in excess of your monthly inclusive allowance if you have a Pay Monthly airtime contract.
11. You must provide a current email address and any other information that we reasonably request from you to maintain your account and you must ensure that this information is valid, up to date and accurate. You must tell us immediately if you become aware of any improper disclosure of your security information or unauthorised use of the O2 Mobile Broadband services through your account.
12. Text Messages sent from the Connection Manager software will be charged at our standard rate for text messages.
13. For customers receiving a paper bill, itemised billing is available at 99p per month. For customers taking an online tariff, itemised billing is available online at no additional charge
14. The prices shown do not incorporate data roaming rates. Usage whilst roaming will incur additional third party network operator's charges and these charges may be significant.
15. General O2 Mobile Broadband terms apply to O2 Mobile Broadband Pay Monthly.

## **O2 Mobile Broadband Pay & Go**

1. O2 Mobile Broadband Pay & Go access is available to purchase either on a daily, weekly or monthly basis.
2. Connection to O2 Mobile Broadband Pay & Go is subject to status and agreeing to the terms of the O2 Pay & Go Airtime Contract.

3. Daily access provides 500MB data plus unlimited Wi-Fi through The Cloud to use within 24 hrs, weekly access provides 1GB data plus unlimited Wi-Fi through The Cloud to use within 7 days and monthly access provides 3GB data plus unlimited Wi-Fi through The Cloud to use within 30 days.
4. Your O2 Mobile Broadband access will expire:
  - i) in the case of the unlimited Wi-Fi element, when the time period (one day, 7 day or 30 day) expires;  
and
  - ii) in the case of the network data element, after your data allowance is used up (500MB, 1GB or 3GB) if this used up before the time period expires or when the time period expires, whichever is sooner.
5. Access can only be purchased using your credit/debit card. Payment must be made using Visa, Visa Debit, Visa Electron, Mastercard, Maestro or Solo. This clause supersedes any contradictory term in the O2 Pay & Go airtime agreement
6. O2 Mobile Broadband access is excluded from loyalty and reward programmes including but not limited to O2 Rewards and treats.
7. O2 Mobile Broadband Pay & Go customers can receive SMS in the Connection Manager in box but cannot send chargeable SMS
8. General O2 Mobile Broadband terms apply to O2 Mobile Broadband Pay & Go.

## **50 Day Happiness Guarantee for O2 Mobile Broadband**

These promotional terms and conditions relating to the 50 day happiness guarantee ("Promotional Terms") set out the basis on which Telefonica O2 UK Limited (Company no. 1743099) of 260 Bath Road, Slough, Berkshire SL1 4DX ("O2, we, us, our") will provide goods and services to the customer with whom we make this agreement or a person who we reasonably believe is acting with the customer's authority ("You, your").

The Promotional Terms are in addition to O2's standard mobile broadband terms and conditions (the "Terms") for the Services, and terms which are not defined in the Promotional Terms will have the meaning set out in the Terms. If there is any inconsistency between the Promotional Terms and the Terms, the Promotional Terms will prevail.

1.1 The Promotional Terms will apply to new and eligible customers who sign up and accept the Services from 31 October 2008 to 30 January 2009 ("Promotional Period"). We reserve the right to withhold the promotion from any customer for any reason.

1.2 You may terminate your contract within the first 50 days after the date of purchase by giving us written notice no later than the 50 th day after the date of purchase. For Pay Monthly, O2 will refund the USB modem cost if this was chargeable. Any additional charges including any subscription charges covering the period during which you have been connected, excess data usage and any charges relating to text and/or roaming will not be refunded and are excluded from the promotion. For Pay & Go, O2 will refund the USB modem cost. Any additional charges including any Access charges and any charges relating to text and/or roaming will not be refunded and are excluded from the promotion.

1.3 Upon termination of your contract, you must return the USB modem in person or in the prepaid returns envelope provided to you and take it to the post office. We must receive the USB modem within 30 days of the termination date. Any USB modem not received by us within that timeframe will be subject to a fee of £50. If you keep any USB modem after we stop providing Services, it is supplied to you 'as is', without warranty and we are not able to support it.

1.4 We reserve the right to change the Promotional Terms, including the end date of the Promotional Period, at any time, by notifying you on our website we have posted the changes on our website.

1.5 The happiness guarantee is available only from O2 directly and from selected indirect partners.