

CMLink Pay As You Go

Customer Terms and Conditions

1. Who's who

1.1. When we say:

- (a) 'We', 'Us' or 'Our', we mean China Mobile International (UK) Limited ("CMIUK"), trading as CMLink, whose registered address is 6th Floor, 90 Cannon Street, London EC4N 6HA, United Kingdom;
- (b) 'You' or 'Your', we mean you, our customer and a party to this Agreement;

1.2. We also have set out in the glossary some useful definitions of words We use in these terms and conditions for Services.

2. When Your Agreement with Us begins

2.1. This Agreement begins when You first request for Services by activating Your SIM Card. You are deemed to accept these conditions when You first credit Your account, or otherwise use Your SIM Card to access the Network. If You bought the SIM Card in a retail outlet, You may be able to cancel and obtain a refund from the retailer before You activate the SIM Card if the SIM Card and packaging are still intact but We do not guarantee this. If You purchased the SIM Card online, You may be able to cancel and obtain a refund in accordance with Your cooling-off rights. If applicable, We will refund Your purchased credit (if any) in accordance with our refunds policy.

2.2. We will connect You to the Services as soon as We can.

2.3. The following terms apply to SIM Cards:

2.3.1. If a SIM Card is lost, stolen or damaged, You should call customer services for a new one. We may charge for a replacement;

2.3.2. We and/or Our partner own the SIM Card, the code on the SIM card, and We license You to use the telephone number associated with it. You can only use a SIM Card to access and use the Services;

2.3.3. We can change a SIM Card's phone number(s) if We have a good reason, such as a legal or regulatory requirement. In such circumstance, We will endeavour to give You 30 days' Written Notice. The new phone number will apply to Your SIM Card after the notice period;

2.3.4. We reserve the right to recall any SIM Card from You at any time to enhance or maintain the quality of the Services.

2.4. We will make a copy of Our current version of these terms and conditions available on Our website. We can change these terms and conditions including prices, and We will let You know of the change at least 30 days in advance. You are free to stop using the Services if We make such change which is of material detriment to You, but if You continue using the Services after the change commences, You will be deemed to have accepted the change.

3. Our Services

3.1. We will always try to make the Services available to You but sometimes they may be unavailable as a result of, or be affected by:

3.1.1. things like the weather and faults in other networks; or

3.1.2. degradation, congestion or maintenance requirements of the Network including but not limited to re-positioning and/or decommissioning of base stations.

3.2. We do not guarantee that the Services will not drop-out or be fault free. The Services are made available provided You are in range of base stations forming part of the relevant technological Network when trying to use any particular Service. Any coverage maps are Our best estimate of Our outdoor coverage but not a guarantee of service coverage which may vary from place to place. Overseas networks may also be limited in quality and coverage.

3.3. You will be able to access UK emergency service organizations by calling the emergency numbers "112" and "999" at no charge, unless we have suspended and/or terminated Your use of the Services or otherwise disconnected your SIM Card from the Network. Depending on Your Equipment, Your approximate location using certain location data may be provided to the emergency services.

3.4. Fair Use Policy: We reserve the right to manage Your use of Our Network in order to protect it for the use of all of Our customers. We may therefore apply traffic management controls from time to time.

- 3.4.1. You must only use the Services for private, personal and legitimate consumer purposes. Your use of the Services may be subject to fair use policy, which may include limits in respect of maximum daily call volumes, daily/monthly data usage and limits on individual call durations. Exact details of these will be notified to You at the point of purchase. If We ask You to moderate Your usage in accordance with the fair use limits described and You do not, We have the right to suspend and/or terminate Your use of the Services without compensation to You.
- 3.4.2. You may only use the Services roaming in the EU and selected destinations (excluding the UK) for periodic travel, like holidays or short breaks. In any 4 month period, if You have spent in excess of 60 days (for consecutive or separate periods) abroad then it is deemed to be permanent roaming, We will ask You to clarify Your situation within 14 days. If Your roaming usage pattern continues then a surcharge may apply to Your roaming consumption. Details of Our current policy are on Our website.
- 3.5. The Services are made available provided:
- 3.5.1. The Services are not used otherwise than in accordance with Our and any other networks' **policies for acceptable use**, and (if appropriate) any relevant internet standards, such that:
- (i) You must not access any Age Restricted Services unless You meet the required age. If You are allowed to access Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone younger than the specified age. You must also ensure that You have deactivated any access to Age Restricted Services if You let anyone under the specified age use Your Equipment.
 - (ii) The Services are not used for anything unlawful, immoral or improper;
 - (iii) The Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;
 - (iv) The Services are only used with Equipment approved for use with the Network and all relevant laws and rules are followed;
 - (v) The Services are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or otherwise unlawful;
 - (vi) The Services are not used to access or use Content in a way that infringes the rights of others;
 - (vii) All reasonable instructions We give You are followed;
 - (viii) You must not operate, whether directly or through a third party, any device to route or re-route voice, data or other services on, from or to the Network, including but not limited to:
 - a GSM Gateway, commonly known as a 'SIM box';
 - a device used to forward or divert calls with the intention of reducing Your charges for that call; or
 - illegal repeaters (a device to boost coverage which is unlicensed and used without Our express prior written consent);
 - (ix) You must not make any fraudulent or other unauthorised use (whether actual or attempted) of the Services, the Network, SIM Card, Equipment, or the use or attempted use of the Services, the Network, SIM Card, Equipment by corrupt, dishonest or illegal means, at any time;
 - (x) You must not sell or attempt to sell or otherwise provide commercial services using Our Services or Network to any third party without Our express prior written consent;
 - (xi) You, or anyone who uses Your SIM Card, must not impair, interfere with or damage or cause harm or distress to the Network or put the Network at risk, or abuse or threaten Our staff;
- 3.5.2. You comply with any **fair use policy** applicable to Your use of the Services and if You are in breach of that policy You comply with any reasonable instructions that We issue to You to enable You to remedy that breach and to continue to use the Services;
- 3.5.3. You must comply with all Regulatory Conditions and other authorizations, laws, licenses, conditions, directions, codes or regulations relevant to the provision or use of the Services, as amended and from time to time in force;
- 3.5.4. You give Us information We reasonably ask for; and
- 3.5.5. Any information You give to Us, on which We may rely in making decisions concerning the provision of Services under this Agreement, must be true at the time You give it.
- 3.6. Any failure to comply with any of the points in clause 3.5 will entitle Us to suspend or disconnect the SIM Card from the Network. We will also be entitled to terminate this Agreement and You may have to pay a charge for any subsequent reconnection of the Service.

- 3.7. You may be able to access the Internet via Your Services and You agree to comply with the terms and conditions and/or acceptable use policies of any third party content provider. Your dealings with these third party providers, and interest in promotions, services or merchants found by using the Services, unless expressly stated by Us, are solely between You and the person with whom You are dealing. We are not responsible for losses or damages You may incur from such dealings, and for web sites You access or the content on them. You are responsible for all information that You upload, email or otherwise transmit via Your Equipment. You acknowledge that the Internet is not a secure environment. We are not responsible for unauthorized access to Your Equipment via programs or material downloaded to Your Equipment via the Services, unless caused by Our negligence.
- 3.8. By using the Services You consent to Us copying and/or modifying images or information You have created where such copying and/or modification is carried out for the purposes of transmission. This also applies where You use the portal.
- 3.9. If You access the Services on or near the border of the Network and the network of any third party, You agree that You may not be able to access the Network but may instead be connected to the network of one of Our Roaming partners. Calls that You make will then be charged as if You were Roaming and those calls will not come out of any Allowance.
- 3.10. Allowances which include (or Charges which are for) calling a UK mobile number will exclude calls to premium rate services, and networks in the Isle of Man and the Channel Islands. Calls to customers of certain UK mobile networks may also be excluded.
- 3.11. We'll use Our reasonable efforts to make commercial arrangements to enable You to access other networks so that You can use the Services whilst Roaming. We can't guarantee the quality and coverage that any other network may provide. Additional Charges for Roaming are set out in Our Price Plan as shown in Our Website.
- 3.12. We will allocate You a phone number to use with Your Equipment on the Network. You may also use a phone number transferred to Us from another mobile network operator. You can also take your telephone number with You when You leave Our Network. We will transfer Your existing UK telephone number to or from Our Network within one (1) working day of You providing Us with the porting authorization code (PAC). For more information on porting in and out please refer to Our Customer Code of Practice.

4. What and how You pay

- 4.1. Our Charges are set out in Our Price Plan as shown in Our website, and will be updated from time to time. You can obtain up to date copies by calling customer services or referring to Our website.
- 4.2. If the SIM Card or Your Equipment is lost, stolen or damaged You will be responsible for any Charges incurred until You have informed Us of the loss.
- 4.3. If You're not a Consumer, by entering into this Agreement You authorise the end users on Your Account to add Services to your Account without prior permission from You.

5. Our Liability to You

- 5.1. We are only liable to You as set out in this Agreement. We have no other duty or liability to You.
- 5.2. Nothing in this Agreement removes or limits Our liability for death or personal injury caused by something We have done or failed to do or for any fraudulent misrepresentation We may have made to You.
- 5.3. Except as set out in points 5.1 and 5.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to £3,000 for each SIM Card for one incident or £6,000 for each SIM Card for a number of incidents within any 12 month period.
- 5.4. If You are not a Consumer, We are not liable to You in any way for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement. This includes but is not limited to loss of income; business; anticipated savings (meaning costs You expected to avoid by using Equipment or Services) or anticipated profits, loss of property or loss of use of property.
- 5.5. If You are a Consumer, We are not liable to You in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement.
- 5.6. You must tell Us about any claim as soon as reasonably possible.
- 5.7. We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.
- 5.8. We will not be responsible for any harm You suffer from a Virus or malicious software which infiltrates Your Equipment,

whether it was transmitted via the Services or otherwise. You remain responsible for all Charges applied to Your accounts for the use of any Services activated by such a Virus or malicious software.

5.9. This clause 5 will apply even after this Agreement has been terminated.

6. When We may suspend or disconnect the Services

6.1. We may suspend the Services or terminate this Agreement and disconnect any SIM Card from the Network without warning if:

6.1.1. The Network breaks down or needs maintenance. We will try to make sure this does not happen often; or

6.1.2. You or anyone who uses Your SIM Card does not keep to the conditions of this Agreement or any other Agreement with Us or Our Group Companies; or

6.1.3. We reasonably consider You are in breach of any or all of Your obligations in clause 3.5, or Your Service is being used in such a way (intentionally or unintentionally) contrary to Your obligations in clause 3.5.

6.2. You are liable for Charges during suspension unless We decide otherwise.

6.3. We can charge to reconnect You to the Services except where something in clause 6.1.1 happened.

6.4. We may disconnect You from the Services if You have not topped up Your Account with a Voucher within the preceding 90 days period or if Your Account balance drops below zero and You have failed to purchase and activate a Voucher or otherwise make payment to Us to clear any negative balance. Top up will only be allowed within 30 days from the expiry day of the 90-day life period of the Services. Successful top up will effect a 90-day validity of the Services, from the next day following the expiry day of the preceding 90 days period. If We disconnect You for non-use of Services as set out in this section any unused credits or allowances on any Voucher remaining on Your Account subject to the disconnection will be forfeited.

6.5. The rights that We have under this clause 6 are in addition to the other rights that We have to suspend and/or terminate the Services and/or suspend or terminate this Agreement as set out in the following other clauses of this Agreement: 3.6 and 7.1.

7. When this Agreement ends

7.1. We can terminate this Agreement immediately if any of the following happen:

7.1.1 You break an important condition of this Agreement or a number of less important conditions;

7.1.2 You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to; or

7.1.3 any licence to run the Service or the Network is ended.

8. General

8.1. You need to get Our explicit prior consent before You can transfer or try to transfer any of Your rights and responsibilities under this Agreement. We may transfer any of Ours without Your permission, provided the level of service You currently experience is not reduced as a result.

8.2. We can record any conversations between You and Our staff, and store such conversations when necessary or as required by law.

8.3. If You have registered with Us You must call customer services straight away about any change in the address supplied to Us. We may send notices to either Your postal address, Your online account, or Your email address. We may also send You 'over the air' updates to Your phone which may make some minor adjustments to the functionality or display on Your Equipment. You'll need to accept these changes which may include doing anything reasonable We request.

8.4. We aren't responsible for messages that don't get to You because Your Equipment is turned off or not connected to the Network.

8.5. Unless otherwise stated in this Agreement, any notices from You to Us must be sent to: China Mobile International (UK) Limited, 6th Floor, 90 Cannon Street, London EC4N 6HA, United Kingdom.

8.6. Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.

8.7. This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

- 8.8. English law will apply to this Agreement and any disputes will be settled in the Courts of England and Wales. You may be able to take your disputes to adjudication under the Ombudsman Services, the details of which are set out in our Complaints Code of Practice on Our website.
- 8.9. If a point or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any point or condition that is not legally effective with a point or condition of similar meaning that is.
- 8.10. You confirm that the information that You provide to Us, including Your registration details, is true, accurate and complete. You agree to inform Us immediately of any changes to Your details by contacting Our customer services as set out in clause 8.20.
- 8.11. We will use Your personal information in accordance with the terms of this Agreement and applicable UK data protection and privacy legislation. We and/or Our Group Companies (including without limitation, China Mobile International Limited) will use Your personal information for providing the Services, Equipment and related products to You, administration of Your account and billing, advertising, marketing, research, analytics, credit scoring, customer services, tracking the Equipment You are using on Our Network and web use and profiling Your preferences. We will disclose Your information to Our service providers and agents to help Us with these purposes. We will keep Your information for a reasonable period after Your contract with Us has finished in case You decide to use Our Services again and may contact You about Our Services during this time. Please refer to Our privacy policy which You can find on Our website at csuk@cmlink.com.
- 8.12. You agree that We, Our Group Companies and Our carefully selected business partners can use information about You, including information about Your use of Our Network, Services and related products and the location of the Equipment You are using on Our Network, to tell You about products, services or promotions offered by Us and third parties that may be of interest to You and for research and analytics purposes. We may contact You by post, fax, email, telephone, electronic messaging (including but not limited to SMS and MMS) or online or via any other interactive media. If You would prefer not to receive direct marketing communications from Us, simply let Us know by contacting Our customer services, We will stop sending them to You. Please see Our privacy policy at csuk@cmlink.com for further details. If You will be giving the Equipment to someone else to use on our Network (for example, if You are paying for the Equipment for a family member), then You agree that You have told that person how We will use their information and obtained their consent to this.
- 8.13. You have a right to ask for a copy of Your personal information (for a reasonable fee covering our administrative costs) and to correct any inaccuracies. Please see Our privacy policy for further details. In the event of a personal data security breach that affects You, We will notify the relevant authorities, and if appropriate, We will notify the subscriber or user of Our Services who is affected by the breach in writing. A personal data security breach that affects You (or the subscriber/user) does not give You the right to terminate this Agreement.
- 8.14. We and/or Our Group Companies may transfer Your personal information to countries outside of the European Economic Area, which do not always provide the same level of data protection as the UK, for the purposes of providing You with Our Services. If We and/or Our Group Companies do make such a transfer, we and/or Our Group Companies will do so with appropriate measures and controls in place to protect that information in accordance with applicable data protection laws and regulations and regulatory guidance. In all instances, we and/or Our Group Companies will take into account the nature of the information we are transferring, and the level of protection provided by those processors.
- 8.15. We and/or Our Group Companies will carry out any activity or disclosure of Your personal information to comply with Our and/or Our Group Companies' legal and regulatory requirements, for law enforcement purposes and to detect, prevent or investigate crime, fraud and misuse of or damage to Our and/or Our Group Companies' Network, Services and related products.
- 8.16. You have a right to choose whether Your details are included in directory listings, including the Phone book. If You want Your details included, please contact Our customer services.
- 8.17. This Agreement is the whole agreement between You and Us. Any other information that You may have seen or heard before You entered into this Agreement isn't included.
- 8.18. If You have any questions or require help or support You can contact customer services by telephone +44 7973000186, or by email to csuk@cmlink.com.

9. Glossary

When We use these words they have the following meanings:

'Account' Your account in which We record Your credits and charges;

'Additional Service' an optional/extra Service not part of Your Price Plan which can be added to Your Account, and the charges for a Service once any Allowance is used up;

'Age Restricted Services' any Services for which You need to be over a certain age to use;

'Agreement' these terms and conditions between You and Us for the use of the SIM Card to access the Services, together with the Charges referred to throughout;

'Allowance' the amount and type of Services which may be provided as part of Your Price Plan Services or as part of any Additional Service;

'Charge' the Price Plan Charge, a charge for an Additional Service and any other additional charge including the Separate Payment Handling Charge and the Cancellation Charge;

'Consumer' a real person entering into the Agreement and/or using the Services for purposes outside his/her business;

'Content' all information whether textual, visual, audio or otherwise, appearing on or available through the services whether supplied by Us or by content providers;

'Equipment' any mobile phone equipment that You use to access the Services;

'Group Companies' means China Mobile International (UK) Limited ("CMIUK") (which includes CMIUK and its subsidiaries), the China Mobile International Limited and its affiliates;

'Network' the communications system which is used to provide the Services and any other type of communications system which may be provided and operated by Us now or in the future;

'OFCOM' The Office of Communications that regulates the telecommunications industry, including Us;

'Pay-As-You-Go Packages' prepaid service packages set out in the Price Plan. Depending upon the package You choose, You may receive an Allowance (made up of units) which entitles You to a specified number of voice minutes, text messages and/or internet data.

'Price Plan' the bundle of Services including any Allowance provided to You by Us each month in exchange for Your payment of the Price Plan Charge;

'Price Plan Charge' the charge for the Price Plan Service, which comprises the Monthly Charge for the Price Plan or charges for Pay-As-You-Go Packages;

'Price Plan Service' the inclusive Service supplied with Your Price Plan, the charges, types of calls You can make, messages You can send, data You can use and details of any other Services and other terms and conditions for which are set out in that Price Plan;

'Regulatory Conditions' any regulation, condition, direction, decision, notification or order made by OFCOM, Phone-Paid Services Authority or any other relevant regulatory body (including any enforcement action by OFCOM, Phone-Paid Services Authority or such other regulatory body) or any code or codes of practice issued by any competent authority, whether or not such code or codes are expressed to be legally binding, and any voluntary codes applied by any industry body or association, governing or affecting a party's activities;

'Renewing', 'Renewal' entering into a new Minimum Term in return for a benefit at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent);

'Roaming' using Your SIM Card to connect to another network whilst You are outside the UK;

'Service' or **'Services'** a service provided to You by Us including the Price Plan Service and any Additional Service;

'SIM Card' the card or cards provided under this Agreement and used with Equipment to get Services;

'UK' England, Scotland, Wales and Northern Ireland; for the avoidance of doubt this does not include the Channel Islands and Isle of Man;

'VAT' value added tax at the prevailing rate;

'Virus' any manipulating program which modifies other programs and/or replicates itself;

'Voucher' the Pay-As-You-Go Packages voucher that You can purchase, the face value amount of which can be credited against Your Account;

'Written Notice' sending You notice under this Agreement through either: (1) an electronic message to Your SIM Card which may contain a cross reference to Our website for further information; or (2) a letter to Your postal address; or (3) an email to the email address that You have registered with Us.

'Your Equipment' Equipment that You own.