

onecom

Mobile (Onecom Billed) Service Terms

1. General

These Mobile (Onecom Billed) Service Terms should be read in conjunction with all other additional terms of the Contract.

2. Interpretation

2.1 Terms defined in the General Terms and used in these Mobile (Onecom Billed) Service Terms shall have the meaning set out in the General Terms. The following definitions shall also apply.

Additional Connection	an additional Connection required by the Customer under an existing Contract, which is supplemental to the Initial Base
Connection	an end user/device connection to the relevant Network such that the end user/device is capable of accessing and utilising the Mobile Network Services (and, for the avoidance of doubt, bolt-ons or other optional additions are not themselves Connections, but are added to Connections)
Initial Base	the aggregate number of Connections (on the applicable tariff(s)) as set out in an Order Form
Initial Base Connection	each Connection within the Initial Base
Initial Base Connection Date	the earlier of: <ul style="list-style-type: none"> (i) the date upon which the entirety of the Initial Base is connected to and live on or upgraded on (as the case may be) the Network; and (ii) the Longstop Date
Longstop Date	the date falling two months from (and including) the Effective Date
Network	the telecommunication network provided by an MNO in respect of the Mobile Network Services
MNO	the third-party mobile network operator specified in the Commercial Terms and, where there is more than one such MNO, references to MNO shall be construed as references to the relevant MNO
Mobile Network Services	the mobile telecommunication services provided by Onecom as described in the Order Form
Mobile Support Services	the mobile phone account management services provided by Onecom, which are ancillary to the Mobile Network Services
Port	the transfer of a telephone number that is connected to the Network under the Contract to a different network provided by third party
Rate Card	the usage cost rate card (as amended from time to time) available from Onecom upon request
SIM	subscriber identity module which is an electronic memory device for storing user specific data to allow controlled and secure use of device hardware on a Network
Services	together the:

- (i) Mobile Network Services; and
- (ii) Mobile Support Services

Service Commencement Date the Initial Base Connection Date

SMS short message service

Territory the countries or areas specified in the Order Form, or if no such countries or areas are specified shall mean the United Kingdom

Third Party Operator the provider of electronic communications services over or through which Onecom may provide the Mobile Network Services

2.2 The rules of interpretation set out in the Contract apply to these Mobile (Onecom Billed) Service Terms.

3. Minimum Term

3.1 Unless otherwise specified in an Order Form, the Minimum Term applies to each Connection.

3.2 The Minimum Term in respect of:

3.2.1 the Initial Base, shall commence on the Service Commencement Date; and

3.2.2 any Additional Connections, shall commence on the date upon which such Additional Connection is connected to and live on or upgraded on (as the case may be) the Network.

3.3 In the event the Initial Base is not connected by the Longstop Date, Onecom shall immediately connect all remaining Initial Base Connections as new Connections.

4. SIMs

4.1 Except where eSIMs are used (and unless stated otherwise), Onecom shall supply a SIM card for each Connection.

4.2 Title to SIM cards is retained by the MNO and shall not pass to the Customer.

5. Customer's obligations

5.1 The Customer shall comply with all reasonable codes of practice and procedures issued by Onecom and/or the MNO in connection with the Services.

5.2 The Customer shall not use the Mobile Network Services in a way which breaches the MNO's applicable roaming fair usage policy (as available and updated from time to time on the MNO's website).

5.3 The Customer shall not use the Mobile Network Services in a way which is inconsistent with good faith commercial practice to the MNO's detriment.

5.4 The Customer shall not resell, distribute or sub-licence the Services.

5.5 The Customer may place Orders for additional Services and each such Order will be subject to and form part of the Contract.

5.6 The Customer is responsible for ensuring Users' compliance with these Mobile (Onecom Billed) Service Terms.

- 5.7 Onecom is not responsible for any content, goods or services which are accessed, downloaded or transmitted by the Customer through use of the Mobile Network Services. Onecom accepts no responsibility for any such content, goods or services. The Customer shall take appropriate measures to back up data and otherwise protect against loss of data under this Contract.
- 5.8 The Customer shall not use automated means to make calls and/or texts or to send data, including via a GSM Gateway (being any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call).
- 5.9 The Customer gives express consent for Onecom and the MNO to monitor the Customer's use of the Mobile Network Services (and disclose and otherwise use the information obtained) only to:
 - 5.9.1 the extent allowed by Applicable Law;
 - 5.9.2 comply with Applicable Law;
 - 5.9.3 protect the Network from misuse;
 - 5.9.4 protect the integrity of the public internet and/or Onecom's and/or the MNO's systems and networks;
 - 5.9.5 the extent necessary to determine if the Customer has breached any conditions or restrictions on use of the Mobile Network Services;
 - 5.9.6 provide the Mobile Network Services; and/or
 - 5.9.7 take other actions agreed or requested by the Customer.
- 5.10 The Customer shall take reasonable steps in line with good commercial practice with entities it controls to limit misuse of or threat to the Mobile Network Services or Network and address any misuse or threat identified by Onecom or the MNO through the implementation of appropriate security or user controls. The Customer shall not run any security tests, vulnerability scans or penetration tests on Equipment or Mobile Network Services without Onecom's prior written consent.
- 5.11 Onecom may allocate telephone numbers to the Customer for the Customer's use of the Mobile Network Services. Onecom may reallocate, withdraw or change such telephone numbers as a result of Applicable Law or instructions from a regulatory authority or MNO, but will take reasonable steps to minimise any disruption to Customer.
- 5.12 If the Customer decides to Port a telephone number allocated to the Customer, Onecom shall facilitate the transfer of the Customer's telephone number(s) to the Customer's nominated network operator for Customer's use according to Applicable Law and regulation.

6. Roaming

- 6.1 The Customer acknowledges that:
 - 6.1.1 the Mobile Network Services are intended for use within the Territory only;
 - 6.1.2 in the event the Customer requires roaming to be enabled to allow the Customer to use to the Mobile Network Services in locations outside of the Territory, the Customer:
 - (a) shall submit a written request to Onecom;
 - (b) agrees to any additional terms as notified by Onecom from time to time, which shall form part of the Contract;

- (c) shall enter into any additional agreements as reasonably requested by Onecom from time to time, which shall form part of the Contract;
- (d) acknowledges that:
 - (i) roaming shall be enabled on all Connections, including any new Connections added during the term of the Contract and shall not be limited to any specific Connection;
 - (ii) roaming cannot be restricted to any specific location;
 - (iii) the Mobile Network Services shall incur Charges based on usage at the rates set out in the Rate Card, which may not be subject to any limits or restrictions, such as a data cap; and
 - (iv) in the event a data cap is placed on a Connection, which is removed by a User by SMS (or otherwise), the Customer shall remain fully liable for all usage charges.