

Mobile Phone Terms and Conditions

Ref TCW-1 month - 12 months - 24 months

This Agreement ("Agreement") is between The Calls Warehouse and the Customer. The parties agree as follows:

The Calls Warehouse 2024/2025 12 months unlimited SIM Christmas competition.

Participation in the Promotion

Residents of the United Kingdom aged 18 or over only. Registration for the promotion starts at on Tuesday 17th December 2024 with a closing date for entries of Friday 17th January 2025. To enter you must complete and submit the entry form available during the promotion Period only. Entries received which are not submitted via the official entry method will not be accepted. Use of script, macro or any automated system to enter the promotion is prohibited and entries made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent entries will be rejected. Participants should be aware that they may be subject to data charges depending on their own individual arrangements for internet access if they enter the promotion online.

Winners and Prize

18+, UK residents only, SIM must be activated by February 28th 2025. If promotion accepted and not activated by this date, promotion will become void. When activating SIM, winner will be required to provide bank details, but no money will be taken and no credit check done. After the 12 months, customer will revert to standard Unlimited monthly pricing, rolling one month contract, and can cancel at any time. If you cancel during the free 12 months the prize will expire.

Unlimited monthly SIM Card includes unlimited UK calls, texts and data (fair usage policy applies). Any usage outside of these limits will be chargeable at The Calls Warehouse standard charge rate which can be found in the below terms and conditions.

Winner Announcement and Claiming of Prize

Winners will be notified via email up to 7 working days after the closing date. All reasonable endeavours will be made to contact the winner during the specified time. If a winner cannot be contacted or is not available, The Calls Warehouse reserves the right to re-draw another winner from entries that were received during the promotion period. Winners may be required to submit valid identification before receiving their prize. Winners will be required to confirm acceptance of the prize within 7 days of having been notified. If the winner has not claimed their prize by the date specified or the winner refuses or is unable to provide an eligible UK postal address for receipt of their prize, The Calls Warehouse reserves the right to award the prize to another participant.

Data Protection and Publicity

The Calls Warehouse will collect and process participants' personal information and it will be shared with partner company The SIM Warehouse, affiliates and, if applicable, any third party prize provider. Information provided by participants will be used for marketing and future promotional purposes.

General

The Calls Warehouse decision is final and binding on the participants. If participants do not provide any of the mandatory information requested when participating in the promotion, their entry will be void. The Calls Warehouse reserves the right to require the participants to prove that they are eligible. If a winner is found to be ineligible, The Calls Warehouse reserves the right to award their prize to another participant and to require the return of any prize already awarded.

Participants must not do anything illegal and/or dangerous and/or that would put themselves or others at any risk. Save where it has been negligent, the Promoter will not be responsible for any damage, loss or injury resulting from participants' entry into the Promotion or their acceptance and/or use of the prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit participant's ability to participate in the promotion.

The Calls Warehouse will not be responsible for any lost, damaged, delayed, defaced, incomplete, illegible or otherwise unreadable entries. Nothing in these

Terms and Conditions shall in any way limit The Calls Warehouse liability for death or personal injury caused by its negligence or for any other matter where liability may not be limited as a matter of law.

The Calls Warehouse may amend or withdraw any element of a competition for reasons beyond their reasonable control, including but not limited to the unavailability of the competition or prize draw entry platform before the closing date, or for strikes, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, public health concern in relation to potential infection, epidemic or pandemic, malicious damage fire, flood and/or storm, compliance with law or governmental order, rule regulation or direction, breakdown of plant, machinery or transportation. The Calls Warehouse reserves the right at any time to cancel, modify or supersede the promotion (including altering prizes) if, in its sole discretion, the promotion is not capable of being conducted as specified. Any participant who enters or attempts to enter the promotion in a manner, which in the The Calls Warehouse reasonable opinion is contrary to these Terms and Conditions or by its nature is unjust to other participants (including tampering with the operation of the promotion, cheating, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other participants or the The Calls Warehouse or any of its agents or representatives) may be rejected from the promotion at The Calls Warehouse sole discretion. The Calls Warehouse reserves the right to amend these Terms and Conditions. Any amendments will be published on the Promoter's website.

If you are resident of the United Kingdom then these Terms and Conditions are governed by English law and the courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Promotion or these Terms and Conditions (except if you are resident of Northern Ireland you may also bring proceedings in Northern Ireland), and if you are a resident of Scotland, you may also bring proceedings in Scotland). If you are a resident of the Republic of Ireland then these Terms and Conditions are governed by Irish law and the courts of the Republic of Ireland shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Promotion or these Terms and Conditions.

The Calls Warehouse SIM Card - General Terms and Conditions

Services

Subject to the terms and conditions of this Agreement, The Calls Warehouse will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. The Calls Warehouse shall take all due care in the provision and maintenance of the service to provide quality and reliability. As there are no Service Level Agreements (SLA's) that apply - and therefore no associated Service Level Guarantees (SLGs) - in the event of any failure or malfunction within our networks, The Calls Warehouse shall correct any failure or malfunction as soon as is reasonably practical.

Term

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until The Calls Warehouse receives and accepts a completed Order (either verbally or via other durable means) from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges. The Calls Warehouse reserves the right to reject any submitted Order for any or no reason prior to acceptance by The Calls Warehouse. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically enter a 30- day rolling contract. Rates after this point may vary. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

Fees And Payments

All fees for Services rendered or provided to the Customer shall be in accordance with The Calls Warehouse's price list then in effect. A price list setting forth The Calls Warehouse's current rates for Services is available upon request. The Calls Warehouse may, at any time, amend the Services and/or the rates and fees it charges for the Services.

In the event that The Calls Warehouse is unable to take a Card Payment or Direct Debit from the user's authorised account then the user will be informed by email and will be prompted to make a payment via alternative means in order for their services to continue. Unpaid items will be marked as expired and the user prompted to re establish their Direct Debit or Card Payment collected for any outstanding payments.

In the event that any amount due to The Calls Warehouse remains unpaid, The Calls Warehouse, in its sole discretion, may immediately terminate this Agreement, and/ or withhold or suspend services by applying the following restrictions, Both Way Bar, GPRS Bar and Handset Bar.

The customer will pay for all calls made from their account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use. Customers who have 5 SIM cards or more will be required to have 1 month deposit for each of the cards value held on the account. This will be taken at the activation stage.

No Warranty

The Customer agrees to use all The Calls Warehouse Services and facilities, and any information obtained through or from The Calls Warehouse, at Customer's own risk. Customer acknowledges and understands that neither The Calls Warehouse, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service, merchandise or hardware contained in or provided through the Service, unless otherwise expressly stated in this Agreement The Calls Warehouse specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

Limited Liability

Under no circumstances, including negligence, shall The Calls Warehouse, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorised access to The Calls Warehouse's records, programs or services.

The Calls Warehouse further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

Indemnification

The Customer shall defend, indemnify, save and hold The Calls Warehouse harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable legal fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against The Calls Warehouse, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

Termination

This Agreement may be terminated by The Calls Warehouse at any time if, in the sole judgment of The Calls Warehouse, The Customer breaches any material provision of this Agreement or in the event of non-payment by the Customer or if the Customer is in violation of any terms or conditions as set out by The Calls Warehouse.

Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to The Calls Warehouse shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party.

Miscellaneous

This Agreement sets forth the entire agreement between The Calls Warehouse and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without The Calls Warehouse' prior written consent. This Agreement shall be governed by the laws of England where your principal address is located in England, Wales or Northern Ireland and by Scottish law where your principal address is in Scotland and is Dependent on the current laws in these countries at the time. The Customer is deemed to have agreed to this Agreement, when commencing use of any of The Calls Warehouse's services. As standard The Calls Warehouse apply additional barring for likes of Adult Premium, Premium Bar, Adult & Premium Text Bars, please contact us if you wish to discuss removing these restrictions.

Early Termination Fees

For customers on 12 & 24 month contracts. If you cancel any services once they have transferred to The Calls Warehouse, Early Termination Fees may apply. The termination fee will be calculated based on the standard fixed monthly charge agreed to, and the months remaining on the fixed term contract. For example, if the standard fixed monthly charge is £18.00 per month with 10 months remaining on the contract, the termination fee will be £180.00. A £30 disconnection, cease or porting away fee is also applicable.

General

All charges will increase by 10% each February or by the Consumer Price Index rate published in January of that year + an additional 4% if it is greater. All sim card prices quoted online include vat.

New & existing customers will be required to pay 1 months price + vat of each sim value at the point of sale, which is applied as a credit on the first invoice.

You will be contacted at the end of each month to make payment of any services that are not included in your monthly subscription. All usage is subject to our general terms and conditions.

For customers who require a change of tariff within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing. A charge of £30 applies to tariff changes, exceptions may apply.

Promotional Offers

We reserve the right to remove any promotional offers at any time. All promotional offers and competitions are subject to their own terms and conditions.

Mobile Misuse

Our mobile carriers O2 & Vodafone reserves the right to suspend or terminate connections where it identifies usage which it believes is: • Outside normal commercial practice, made via automated means e.g. SIM Gateway, damages or impairs our network or fraudulent, abusive, illegal or a nuisance.

All of these activities would fall outside of the Fair Usage policy, and such will not be supported by the Mobile Bill Limit Regulation (mobile spend cap). Please see the Mobile Bill Limits and Spend Caps documentation on our website for further information.

Additional O2 Terms

- The O2 tariffs are available for any new and re-signing customers (includes ports and migrations)
- For customers who require a change of tariff within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing.
- Inclusive minutes can be used to call UK landlines starting 01, 02 and 03, and UK mobiles starting 07, subject to fair usage of 10,000 • Calls within EU and to UK Landline 01,02,03 numbers as well as on network and cross network mobiles come out of the tariff minute allowance • Texts with EU and to UK mobiles both on-net and cross network come out of the tariff text allowance

Global Roamer

- All tariffs are opted into Global Roamer by default

- When utilising Global Roamer you can call back to the UK and call within the same country as you are currently in without incurring out of bundle charges. This covers data usage, SMS and calls in-country and / or back to the UK
- If customers use their mobile in the Europe Zone for more than 50% of the time in any 3-month rolling period, they will receive a notification requesting more moderate use of our roaming services
- If customers usage in the Europe Zone continues to exceed 50% as described above, over the 2-week period following the first notification, customers will either be charged for use or be barred from using our roaming service
- For unlimited tariffs with a monthly data allowance greater than 35GB, Global Roamer data usage is capped at 35GB per month. Data usage above the 35GB threshold is chargeable at £3.29 Ex VAT per 1GB until their monthly allowance renews.

Fair Usage Policy - Unlimited Data - UK usage

- If a number regularly uses 650GB of data per month or tethers 12 or more devices, we may consider this to be non-permitted use and have the right to move the number to a more suitable plan and/or charge for the excess data usage

Additional Vodafone Terms

- The Vodafone tariffs are available for any new and re-signing customers (includes ports and migrations) unless otherwise stated.
- For customers who require a tariff change within their existing contract period, please refer to the tariff guide at the time of connection for tariff options and pricing
- Inclusive minutes can be used to call UK landlines starting 01, 02 and 03, and standard UK mobiles starting 07
- Inclusive minutes do not include calls to Jersey, Guernsey and Isle of Man, are chargeable
- Inclusive texts can be used to send a text in the UK to a UK mobile. Inclusive data is 4G in the UK (5G where enabled) and can be used in the UK • Calls made through voicemail using the caller return feature are not included in the customer's allowance
- WiFi Calling is available at no extra charge
- Unlimited Data fair usage policy: Usage must not exceed 500GB per month twice or more in a 6-month period
- UK Out of Bundle data is charged at £12.77 per GB
- Roaming Out of Bundle Data will be charged at £3.00 per MB for the first 5MB, £15 per 5MB therefore

Fair Use Policy

- Inclusive roaming services in Europe Zone are intended for use during periodic travel and not for customers roaming across foreign networks on a semi permanent or permanent basis
- If customers use their mobile in the Europe Zone for more than 50% of the time in any 3-month rolling period, they will receive a notification requesting more moderate use of our roaming services
- If customers' usage in the Europe Zone continues to exceed 50% as described above, over the 2-week period following the first notification, customers will either be charged for use or be barred from using our roaming services
- Unlimited tariffs will be monitored for fair usage policy, 650GB will apply to domestic data traffic. Customers will not be charged for any UK data coverage and won't be data throttled on Unlimited Plans. However, customers who regularly exceed 650GB of domestic usage or regularly tether to more than 12 devices in line with our fair usage policy will be investigated. This will help us protect the experience for all our customers.
- For plans with Unlimited data, Data Roaming in the Europe Zones and the Business Traveller zones will be capped at 25GB per month. Once customers reach this, they can still use data in our Europe Zone.

Dispute Resolution & Contact Information

In the event of a dispute between The Calls Warehouse and the Customer, the Customer in the first instance should contact The Calls Warehouse directly. Full company details are shown below. In the unlikely event that a complaint cannot be settled locally, our Code of Practice (available on our website) contains an easily accessible dispute resolution scheme for the purpose of bringing such a complaint to a satisfactory conclusion.

The Calls Warehouse Ltd

The Junction

Merchants Quay

Salford Quays

Manchester

M50 3SG

accountmanagers@thecallwarehouse.com