

TERMS AND CONDITIONS

1. INTRODUCTION

1.1. The Parties

This Agreement relates to Pre-Pay & Post-Pay Services provided to you by Pebble and/or Pebble Mobile trading as Pebble Network Limited, a company registered in England & Wales, company number 09668245, whose registered office is 7 Bell Yard, London, WC2A 2JR. ("Pebble", "Pebble Mobile"). In this Agreement, references to "we", "us" and "our" are references to Pebble Network Limited and references to "Customer" and "you/your" are references to you.

1.2. This Agreement

(a) This "Agreement" is comprised of:

- these General Terms and Conditions;
- the Price List;

(b) Each part of this Agreement shall be published by us on our website at www.pebblenetwork.ltd.uk

1.3. Contact us

You may contact us via the following:

- by email at hello@pebble.network;
- by dialling or sending a text message to 7273 from a Pebble Mobile.
- by calling 03333 350 351 from other network mobiles or landlines.

1.4. Definitions

In this Agreement, capitalised terms shall have the meanings set out below:

"Account" means our records of any information which you have supplied to us. This includes your personal information, details of the amount of credit you have for our Services, and details of your use of the Services. An Account is created when you first use the SIM card.

"Administration Fee" means any charge which we may levy under this Agreement, in specified circumstances for the cost of additional and/or non-standard services to you;

"Charges" means all sums payable to us for the purchase of Services which we make available to you as described in the Price List including any Administration Fees;

"Code of Practice" means our code of practice detailing our method of dealing with any complaints or disputes relating to our Services, which can be found at on our website at www.pebblenetwork.ltd.uk or provided by Customer Services upon request;

"Content" means any text, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Services for use on a Mobile Phone or otherwise;

"Content Terms and Conditions" means terms and conditions applicable to the provision of Content by us, which can be found on our website at www.pebblenetwork.ltd.uk;

"Credit Card" and/or "UK Debit Card" mean a card issued by a bank in your name from which we are able to take payments under this Agreement directly or via our partners;

"Customer Services" means our staff and call handlers allocated to respond and assist customers with any queries and complaints regarding this Agreement and the Services. Customer Services are contactable as set out in section 1.3;

"Direct Debit" means a method of making electronic payments at the request of, and to an amount specified by, the payee from a UK bank under the Direct Debit scheme.

"GSM Gateway" means a device for wireless telegraphy designed for, or adapted to be capable of, use while connected to the Network, or that of another network operator, and used solely for the purpose of sending or receiving messages conveyed by means of the Network or the cellular telecommunications system of another network operator;

"International Roaming" or "Roaming" means the Service supplied to you to enable you to obtain access to other mobile communications networks. This Service includes the ability to make and receive domestic and international voice calls, data services, and to send and receive SMS;

"Mobile Phone" or "Handset" means a mobile device capable of being connected to our Service via the Network for Services when used in combination with a SIM Card;

"Network" means the cellular telecommunication system supporting our Services;

"Pre-Pay" means our range of consumer services available by adding credit to your Account and charged solely through usage; "Post-Pay" means our range of consumer services available by paying a monthly fee for a set amount of allocated allowance;

"Premium Rate" means those Services offered by or via us which are charged at rates in excess of the standard rate for voice calls or message services. Prices for Premium Rate voice and SMS services are as advertised by the Content provider;

"Price List" means the list of prices and Charges and any applicable conditions relating to the prices and Charges for the provision of the Service to customers which may be periodically updated by us for our Services;

"Privacy Policy" means the our policy on collecting and processing your personal information relating to the Services which can be found at www.pebblenetwork.ltd.uk;

"Service" means any of the Pre Pay or Post Pay telecommunication services available for use by you via our SIM Card, once you have activated the SIM Card, including airtime minutes, enabling you to make or receive domestic and international calls and to send and receive SMS and data by means of the Network, the ability to send and receive email via the Internet, the ability to access information from the Internet, as well as any additional services we agree to provide to you, including voicemail and International Roaming where applicable;

"SIM Card" means the card or other device provided to you by us bearing a unique mobile telephone number programmed to allow a Mobile Phone to access the Service;

"Top Up" means adding call credit to your Pebble Account, through a Voucher, electronic top up service, credit service, direct debit, Credit Card or UK Debit Card or other means;

"User Guide(s)" means any guides or documentation supplied with your Mobile Phone/SIM Card either by us or by the manufacturer of your Mobile Phone that explain to you how the Service works, how to purchase call time and/or how to use your Mobile Phone; and

"Voucher" means a call time voucher of a specific cash amount and having a given value of air-time, as specified in the Price List, when applied to Services on the Network.

2. COMMENCEMENT

This Agreement will start, and you are deemed to accept the terms and conditions of this Agreement, when you first create an Account with us.

3. OUR SERVICES

3.1. SIM Cards

(a) Any SIM Card we provide to you to use the Services remains our property. We may change your SIM Card or require you to return it at the end of this Agreement.

(b) You must notify us immediately if your SIM Card is lost, stolen, damaged or destroyed, or used without your authority. We will have no obligation to make a refund to you of any credits left on your Account until we have been notified of such circumstances. You must co-operate with us in our reasonable security and other checks to protect you, your information, other customers, us, our network and Services.

3.2. Top Ups

(a) We make the Services available to you subject to the credit available in your Account. If you do not have enough credit on your Account, you will not be able to make any outbound calls (except to emergency services and to us), or to send SMS. You may also not be able to make or receive calls, or send or receive SMS.

(b) You can add credit to use the Services by Top Ups. The minimum amount of credit that can be added to your Account on each occasion that you Top Up is notified to you on our website and may vary.

(c) If you do not use all of the credit in any Top Up, your pre-payments are not refundable by us nor is any interest payable on any credit you may have with us.

(d) Every time a chargeable Service is used by you, the value you have added to the Account via Top Ups is reduced with reference to the relevant Charges and Price Lists.

3.3. Changes to Services

We may, from time to time, change the Services in order to comply with applicable safety, regulatory or statutory requirements. Details of any changes we make will be made available on our website at www.pebblenetwork.ltd.uk or from Customer Services as soon as it is practicable to do so.

3.4. Availability and provision of the Services

(a) Our Services are provided using a combination of Pebble's infrastructure and the Network(s) in the United Kingdom. You acknowledge that some of the services provided under the Agreement are subject to arrangements that are in the control of other networks and their operators, including the Network, that are outside of the control of Pebble.

(b) We aim to make the Services available to you at all times but the availability and quality of the Services may be affected by factors outside our control, such as your Mobile Phone, physical, geographic and atmospheric conditions, and the functional capability of the Network or any other networks used to provide the Services to you.

(c) The Network may from time to time need maintenance or upgrading resulting in interruptions or unavailability. Where we have advance notice from our Network provider, details of this will be available on our website at www.pebblenetwork.ltd.uk and from Customer Services.

(d) We may also need to modify or suspend the Services, wholly or partially, from time to time without notice where we (or an authorised authority) considers such modification or suspension necessary (for example, for emergency maintenance or upgrading, security, or in the event of a disaster or national emergency). In these circumstances, we will try to minimise such Service disruptions, however, some interruption may be inevitable. We will make details of these Service disruptions available on our website at www.pebblenetwork.ltd.uk and from Customer Services as soon as it is practicable to do so.

(e) For the reasons set out above and due to the nature of mobile telecommunications services, we do not warrant that the Services (or related products or services, including those of third parties) will be uninterrupted, timely, secure or error-free or that they will meet your specific requirements, even if those requirements have been notified to Pebble in advance.

(f) We shall exercise such reasonable skill and care in the provision of the Services as may be expected of a reasonable mobile communications provider.

3.5. Roaming

(a) We may make our services available to you when roaming outside the UK or EU if our Network provider has an arrangement in place with a foreign operator. You will need to activate worldwide roaming on your Mobile Phone by contacting Customer Services before you leave the UK or EU.

(b) Overseas networks on which we rely to support the Service while you are Roaming abroad may be limited in quality and coverage which we have no control over.

(c) Your use of the Services when Roaming may be subject to different laws and regulations applying in that country and you are solely responsible for compliance with those laws and regulations.

(d) The Charges for Roaming are set out in the Price List. Please be aware that you also have to pay for receiving calls outside the UK & EU, including for the International components of such calls, when you are Roaming. Data charges are also likely to be higher when roaming outside the UK & EU, however, you can turn off any functionality that uses data services while Roaming.

3.5.1 National Roaming

(a) We may also make our services available to you when roaming inside the UK where an arrangement is in place with another national operator other than our preferred network partner.

(b) We may use steered roaming controls inside the UK to ensure that you use our preferred network partner where coverage is available and restrict access to other national operator's networks where this is the case.

(c) You must not attempt to interfere with the intended operation of steered roaming controls or attempt to bypass such systems or controls by attempting a 'forced' network attachment to another network where coverage is already provided by our preferred network partner.

(d) If your national roaming usage is deemed to be excessive, exclusive, or we suspect abuse, we reserve the right to suspend/terminate your access to the services.

3.6. SMS

(a) A standard SMS text message is 160 characters long. Your Handset may permit you to send a SMS that is longer than the standard size, in which case the message will be divided up into the required number of texts required to convey your full SMS message. Each one of these SMS will be charged at the standard rate set out in the Price List.

(b) Receiving international and UK standard SMS whilst in the UK or EU are free. Premium Rate Services, SMS sent and received whilst abroad, reverse charged SMS, text messages sent to a non-UK based phone, and/or long text messages, are not included in the standard rates and additional Charges may apply, as set out in the Price List.

(c) The cost for sending a text message is deducted from your Account. We cannot guarantee that an SMS will always be delivered as that is dependent upon the recipient network and transit network(s).

3.7. Other terms regarding the Services

(a) We may from time to time:

- issue reasonable instructions and guidelines concerning the use of the Services; and/or
- block certain numbers from the Services or International Roaming.

(b) In certain circumstances we may need to alter the mobile telephone number designated to your SIM Card, or any other name, code or number associated with the Services. We will give you reasonable notice of any such change.

(c) Certain types of calls are not offered as part of the Services. Please refer to our website at www.pebblenetwork.ltd.uk for details.

(d) All incoming voice calls which are not answered or which are received when the Services are busy, if your Mobile Phone is switched off, or if you are outside of the coverage area, will be automatically diverted to your Pebble voicemail. Your Pebble voicemail will be automatically activated when you make your first call using the Services. Voicemail functionality cannot be altered or switched off. We limit the number and duration of the messages that can be left on your voicemail service. Please note that the confidentiality of messages cannot be guaranteed and you should take reasonable steps to secure or delete your messages. You must not record any abusive, obscene or hoax messages likely to cause offence to other people, including any Pebble employees, nor may you allow others to do so.

(e) We will always display or disclose your telephone number to the recipient of a call made by you or of an SMS sent by you where we are obliged to do so by law.

3.8. Fair Use

Use of the Services is limited to fair and reasonable use as may be defined by us from time to time. Our Services and Charges assume fair and reasonable use of the Service by you. Your usage of the services is generally expected to be a fair balance between free incoming calls and text messages and chargeable outgoing calls, text messages (and data usage where applicable). Excessive volume or duration of free incoming calls or outgoing calls (such as those to freephone ranges) and/or text messages (generally where your use of the free services exceeds 75% of your total usage), but determined at Pebble's discretion, acting reasonably, will constitute abuse. Pebble reserves the right to monitor usage, to apply call charges at the equivalent outbound rate for the particular service rendered and/or withdraw the service from any SIM card or user, and associated accounts, supplied to the user at any time in the case of excessive/unfair use or abuse of the free incoming calls, free outgoing calls or text message facility. Calls to telephone numbers that permit onward dialling, or return-call onward dialling to another destination are not permitted – this includes all calling card services, callthrough services, callback services, indirect dialling services and any other service that seeks to bypass the intended routing of calls. Calls to service numbers (that form part of your inclusive allowance or are charged at your standard rate) are not expected to form the majority of your usage and your usage of such services is expected to be in line with what would be considered 'average, normal and genuine usage' of such services. We reserve the right to employ monitoring systems to prevent abuse of these & other revenue bearing ranges, and/or to bar access to numbers or ranges we reasonably suspect are being used in bad faith. Pebble will not be liable for reimbursement, compensation of call credit or purchase price or any consequential loss of any SIM card or account that is suspended under the fair usage policy. In the event your usage is not in line with the terms of the agreement, we reserve the right to review the Charges applied to your Account or to suspend or terminate the Services offered to you in accordance with section 8 – we will notify you before we do this.

4. YOUR USE OF THE SERVICES

(a) The Services are made available to you provided that you:

- comply with the terms of this Agreement, any User Guide(s) and any reasonable instructions or guidelines issued by us governing your use of the Services. You remain solely responsible for the manner in which the Services are used;
- give us all information we reasonably ask for, such as correct and current name and address or any other information we may require, or an authorised authority requires, in relation to the investigation of any offences. You are also required to notify us of any changes to your personal details without delay via our website at www.pebblenetwork.ltd.uk, or by calling our Customer Services number
- only use the Services with Handsets that are approved for use with the Network and all relevant laws and rules are followed;
- treat as confidential, and store in a safe place, all of your security information including your PIN or PUK codes and any other codes and passwords used to access the Services or to communicate with us. You must not give access to your security information to anyone else. We shall not be liable for any loss arising from your failure to keep such information secure;
- are responsible for the acts and omissions of any and all persons using the Services through your SIM Card. This applies even where you allow someone else to use your Mobile Phone with the SIM Card;
- are wholly responsible for the content of the use of the Service, including all call content, messages or other communications sent or received by you or any other person using your Account, SIM Card or Handset (including content which contains a virus or other harmful or unlawful material);
- do not reverse the charges on any telephone call or accept a reverse charged call;
- have no representation or warranty from us as to the quality, accuracy, correctness, completeness or suitability of any call content;
- do not attempt to gain or actually gain or permit any third party to attempt to gain unauthorised access to the Services and/or Network;
- rely on and use any and all content at your sole risk;
- do not use or permit the use of the Services for any improper, immoral, fraudulent or unlawful purpose, or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person;
- do not use or permit any use of the Services so as to cause the operation of the Network or the quality of Services to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system, nor to misuse and/or abuse the Services and/or the Network; and
- do not use the Services to incite, encourage or induce members of the public to make calls to a particular number simultaneously.

(b) You may not resell the Services or otherwise exploit the Services commercially or to the detriment of Pebble. For the avoidance of any doubt this includes use of the Services for the purposes of fraud, to artificially inflate traffic or by the operation of a GSM Gateway.

(c) You must co-operate with all reasonable requests made by us relating to the provision of the Services to you.

5. PRICING

5.1. The Charges

(a) The Charges for Services are set out in the Price Lists as published on our website at <http://www.pebblenetwork.ltd.uk>.

(b) Call Services and the related Charges are quoted and charged in 60 second increments in the UK & EU. The minimum call chargeable unit is 60 seconds, except for international roaming outside of UK & EU. For International Roaming outside the UK & EU, incoming calls are charged by the minute as are outgoing calls.

(c) Where your SIM Card contains an initial credit and/or promotional credit, this will only be credited to your Account in accordance with the terms and conditions applicable to that offer.

(d) In the event that you owe us any money and this is not paid when due, or a credit is made in error to your account, we reserve the right to recover this from any credit balance on your Account as held by us, or via subsequent credit added to it.

5.2. Changes to the Charges

We may amend the Charges or add new Charges from time to time in accordance with section 9. Changes to the Charges will be available on our website at www.pebblenetwork.ltd.uk and will be detailed in the Price Lists. Please check our website regularly for any changes.

6. LIABILITY

(a) We exclude all liability to you arising in any way for any:

- loss where we are not at fault;
- loss of income, business or profits;
- loss or corruption of data;
- loss of use of the Services; and
- any loss or damages which were not reasonably foreseeable at the time we entered into this Agreement.

(b) Nothing in these terms shall act to exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot be excluded or limited by law.

(c) Nothing in this Agreement affects your statutory rights as a consumer (if applicable).

(d) We are only liable to you as set out in this Agreement. We will pay for any damage or losses if we are liable for something we have done or failed to do. Except as set out in sections 6(b) and (c), our entire liability to you shall be limited to the amount you have paid for the service for each incident or series of related incidents and in total for all incidents occurring in connection with this Agreement.

(e) You must tell us about any claims that you want to make against us as soon as reasonably possible. You must bring all claims relating to this Agreement and the Services directly against us. You must not bring any claims relating to this Agreement or the Services against our Network providers or any of our affiliates.

(f) Except as otherwise provided in this Agreement all conditions, warranties or other terms (whether express or implied by operation of law or otherwise) are hereby excluded to the extent permitted by law.

(g) We will not be liable to you for any failure by us to carry out our duties or to provide the Services because of an event, act or omission that is beyond our control.

(h) This section 6 will continue to apply after this Agreement has ended.

7. YOUR RIGHT TO CANCEL YOUR ORDER FOR SERVICES

(a) You may cancel your order for Services by returning your SIM Card to us within 14 days of the date of creation of your Account. Please note that in order to obtain a refund the SIM Card must still be attached to the original SIM card holder. If you have used the Service or if we do not receive the SIM Card by the required date, or if the SIM Card has been used, broken or if it has been returned incomplete, then you may not receive a refund.

(b) You are responsible for the SIM Card until it is received by us.

(c) You can return your SIM Card by posting it to us at your own expense. Please contact Customer Services for the address to which your returns should be sent. Please note that proof of sending does not mean proof of receipt by us and you may wish to send such items by recorded delivery for confirmation of receipt by us.

(d) We will not make any refund until the returned SIM Card has been inspected by us and found to be in a satisfactory condition. Refunds (where applicable) may take up to 30 days to process. If you made the original purchase using a Credit Card or UK Debit Card any refund will be credited to that Credit Card or UK Debit Card.

(e) These terms operate in addition to any other statutory rights you may have as a consumer.

8. SUSPENSION AND TERMINATION

8.1. When we can suspend

(a) We (or our Network providers) may suspend the Services (in other words bar your access to the Services) or disconnect any SIM Card from the Network without notice:

- as provided for in the section 3.4;
- if you or anyone who uses your SIM Card does not keep to the terms of this Agreement;
- if we believe your SIM Card or Handset is being used in a way which is not allowed under this Agreement;
- if you or anyone who uses your SIM Card damages the Network or puts it at risk;
- if your Handset is not compatible with the Network and we reasonably believe it is likely to cause harm to the Network or the use of the Network by others;
- if you notify us that your SIM Card has been lost or stolen;
- if required by a governmental body or emergency services organisation, or any other person or organisation with appropriate authority to request such suspension;
- if you have provided us with information we reasonably believe to be false or misleading;
- if we detect denial of service or other forms of abuse relating to your SIM Card;
- if we detect IP address abuse relating to your SIM Card;
- if we reasonably believe there has been fraudulent activity on your Account;
- if we have reasonable grounds to suspect fraudulent use of the Services or your SIM Card or use of a GSM Gateway, or where we would suffer direct loss as a result of any use of the Services; or
- if you or anyone who uses your SIM Card contravenes any acceptable use policy we have notified you about and you continue to use the Services in breach of that acceptable use policy after we have notified you of the breach.

(b) We may charge you a fee to reconnect you to the Services, except where the reconnection is required due to problems with the Network not caused by you.

8.2. When you can terminate

You are entitled to terminate this Agreement by giving 30 days notice.

8.3. When we can terminate

We are entitled to terminate this Agreement immediately:

(a) if the Services are suspended under section 8.1, or if we have the right to suspend the services under section 8.1, and we reasonably believe that the grounds are serious and have not been, or are unlikely to be, rectified;

(b) if you are in breach of your obligations under this Agreement in any material way and have not rectified that breach within 7 days of us asking you to;

(c) if we suspect you of involvement in fraudulent activities, including the generation of artificially inflated traffic, or of operating a GSM Gateway; or

(d) if our network providers no longer make the network available to us.

(e) if you fail to meet any requirement in respect of a prepaid airtime credit purchase once every 90 days

(f) we make an executive decision to do so on commercial grounds

8.4. Effects of termination

(a) Upon termination of this Agreement:

- your right to use the SIM Card and any number(s) associated with it also terminates;
- you will not be able to use the Services at all; and
- you will lose your mobile phone number (unless you port to another network).

(b) You will forfeit any prepaid remaining credit on your account if you are a pre-pay customer, or in the case of a post-pay customer you will be billed until the end of your 30 day notice period.

9. CHANGES TO THE AGREEMENT

(a) We may change any and all terms and conditions of this Agreement (including the Price List) at any time without notice to you, where such changes favour you as a Customer. The current Agreement is always available on our website at www.pebblenetwork.ltd.uk.

(b) We may make incidental changes to this Agreement (including the Price List) where required to do so to comply with legal, regulatory or tax changes, for circumstances otherwise outside of our control, or for minor changes incidental to the operation of this Agreement. These changes can be made by us immediately and without any notice to you other than by publication on our website at www.pebblenetwork.ltd.uk.

(c) We may make material changes to any and all terms and conditions of this Agreement (including the Price List) by giving you 30 days' notice by publication of the change on our website at www.pebblenetwork.ltd.uk

(d) If you do not accept any changes notified to you, you may terminate this Agreement or stop using our Services prior to the implementation of any such change.

(e) If you are not fully satisfied with any part of the Services or this Agreement after it is amended, you can terminate this Agreement or discontinue use of the services.

10. YOUR PERSONAL INFORMATION

(a) We will use your personal information in accordance with this Agreement and our Privacy Policy. Our Privacy Policy provides details about the information that we collect about you and how we use the personal details we hold.

(b) By using our Services you are giving us your consent to use and disclose personal information that we collect about you for the purposes set out in our Privacy Policy.

(c) We may update our Privacy Policy from time to time. The Privacy Policy explains how we will do this. By continuing to use our Services after we have updated our Privacy Policy, you agree that the updated Privacy Policy applies to our collection, use and disclosure of your personal information.

(d) The periods for which we keep your information depend on the purpose for which your information was collected and the use to which it is put. We will not keep your personal information for longer than necessary for our business purposes or for legal requirements.

(e) We may use third parties to process your personal information in accordance with our instructions and the law. Your personal information may also be transferred to countries outside of the European Economic Area.

(f) We will not include your personal information in any directory or directory enquiry service whether managed by us or a third party unless you request that we do so. If you wish to have your personal data included in such services, you should contact Customer Services.

(g) You may request copies of your personal information held by us, by making a request in writing or by e-mail. We may charge you to send a copy of your personal information to you.

11. COMPLAINTS AND DISPUTE RESOLUTION

(a) Our Code of Practice sets out how you can make a complaint about our Services. We will do our best to resolve your complaint as quickly as possible.

(b) If we are unable to resolve your complaint, you may ask that the matter be referred to an independent ombudsman under our Code of Practice.

(c) You may only bring a complaint arising from the provision of the services against us.

12. GENERAL

(a) We can transfer this Agreement to another communications provider or person capable of providing equivalent Services to you at any time without notice to you.

(b) You may not transfer any of your rights and obligations under this Agreement without our prior written consent, which may be given at our absolute discretion.

(c) This Agreement is between you and us. The parties do not intend that that any term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Agreement.

(d) The headings in this Agreement do not affect its interpretation.

(e) No failure or delay by us in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy unless we agree in writing, nor shall any single or partial exercise of any right or remedy prevent us from any other or further exercise of that, or any other, right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

(f) Each part of this Agreement is severable from the balance of this Agreement and, if any part of this Agreement is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of this Agreement.

13. GOVERNING LAW

This Agreement, and any contractual or non-contractual dispute arising in relation to this Agreement, is governed by and construed in accordance with the laws of England & Wales. The courts of England & Wales have exclusive jurisdiction in respect of any dispute arising out of the Agreement, unless we require a court order or injunction against you in another jurisdiction.