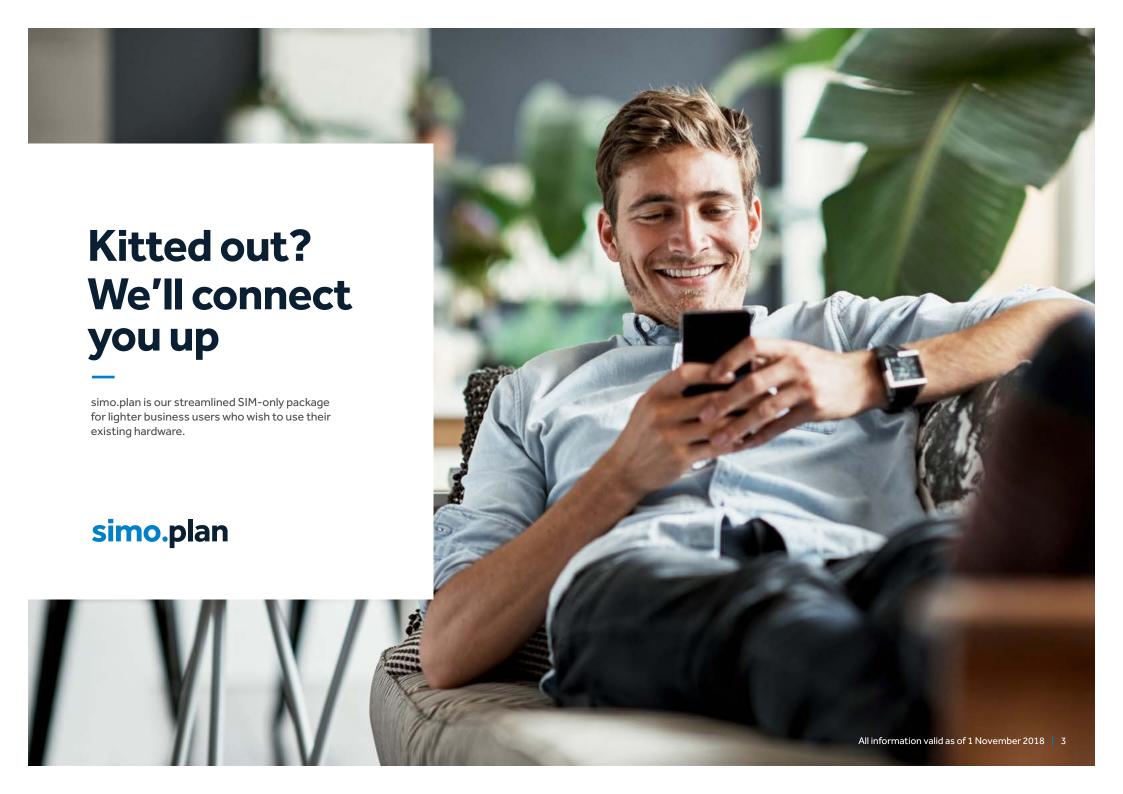


# simo.plan What's changed?

This is the latest simo.plan tariff guide. We've updated the following elements:

- Page 7: Updated Terms & Conditions Consistently high data usage
- Page 8: Additional Fair Usage Obligations
- Page 9: Updated General Roaming Terms & Conditions Maritime, satellite and airborne networks



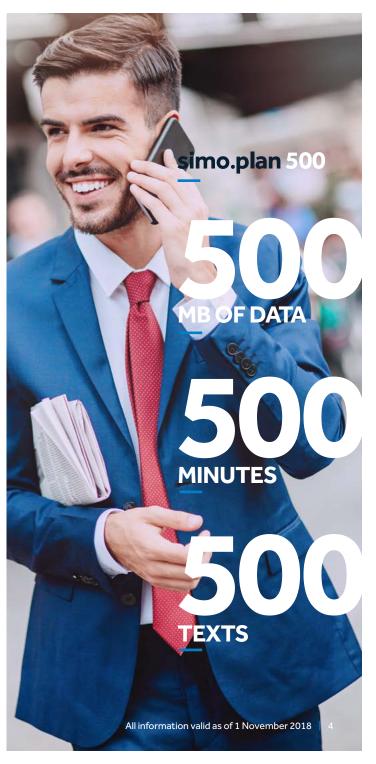
# simo.plan

simo.plan comes with a set number of minutes, texts and data allowances that can be enjoyed in the UK and our Europe Zone.\* There's also free O2 to O2 calls and access to voicemail in the UK.

# What's included

- 4G UK and Europe Zone data\* allowance every month
- UK and Europe Zone minutes, texts and data allowances\*
- O2 to O2 calls, receiving a call and voicemail are FREE in the UK





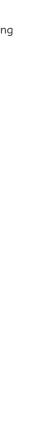
# **Europe Zone**

Roaming in Europe is easier than ever. You can now use your UK allowances when travelling in the plan.com Europe Zone, at no additional cost\*. The plan.com Europe Zone includes:

- Austria
- Azores
- Belgium
- Bulgaria
- Canary Islands
- Croatia
- Cyprus (Republic of)
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- French Guiana
- Germany
- Gibraltar
- Greece

- Guadeloupe
- Guernsey
- Hungary
- Iceland
- Isle of Man
- Jersey
- Ireland (Republic of)
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Madeira
- Malta
- Martinique
- Monaco

- · Netherlands (The)
- Norway
- Poland
- Portugal
- Reunion Islands
- Romania
- Saint Barthélemy
- Saint Martin
- San Marino
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- Vatican City





\*Note that all maritime, satellite and airborne networks are not included, even though they may be based in Europe.  $Please see \ roaming \ T\&Cs \ for \ full \ details \ about \ call, \ text \ and \ data \ usage \ within \ the \ plan.com \ Europe \ Zone.$ 

# Additional charges

As a plan.com customer, you pay a fixed, monthly contractual amount every month that will change depending on which tariff you're on and which allowances you're enjoying. However, there are exceptions. Not everything is included in your monthly allowances and you may occasionally need to pay a bit extra.

# Additional charges: domestic

Туре	Cost
Calls to premium & non-geographic numbers	Set by premium & NGN operator
Sending an MMS message*	40p per message
Using data after exceeding your data limit*	4p per MB

# Additional charges: international

International calls originating in the UK	Cost*
Isle of Man & Channel Islands	45p per minute
Ireland (Republic of)	54p per minute
Albania, Algeria, Australia, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Canada, Canary Islands, Croatia, Cyprus (Republic of), Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Hong Kong, Hungary, Iceland, Italy & Vatican, Kosovo, La Reunion, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malaysia, Malta, Martinique, Monaco, Montenegro, Morocco, Netherlands, New Zealand, North Cyprus, Norway, Poland, Portugal, Romania, Serbia, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Tunisia, Turkey, USA	125p per minute
Rest of the World (any destination not listed above)	167p per minute

\*Prices exclude VAT

# Additional charges: roaming in the Europe Zone

Out of bundle usage while roaming INSIDE the Europe Zone	Cost*
Receiving a call	FREE
Out-of-zone calls e.g. France to Australia	79p per min
3G & 4G data	4p per MB
All other additional usage within the plan.com Europe Zone is based on UK allowances	

\*Prices exclude VAT

# Additional charges: roaming outside the Europe Zone

Out of bundle usage while roaming OUTSIDE the Europe Zone	Cost*
Any call received or made (per minute)	140p
SMS (per message)	40p
Data usage (per MB)	600p

\*Prices exclude VAT

# International calls: minimum call charges

The minimum call charge will apply to calls that last less than one minute. In these cases, the minimum charge is equivalent to a one-minute call and the price is based on the destination in which the call is received. For more information please refer our pricing guide. Per minute pricing will remain the same.

# **Terms & Conditions**

### Calls

If you exceed your monthly call allowance during a billing cycle, you will pay our standard out of bundle UK/EU call rates. Call minutes only include UK to UK and Europe Zone to Europe Zone calls to standard numbers.

Call minutes exclude premium-rate numbers, which are often used by TV shows, quiz companies, chat providers and some websites. Prices are set by the premium operator.

Call minutes exclude non-geographic numbers, which are often used by call centres and not associated with areas of the country e.g. 0161 for Manchester. They often start with 05, 07 or 08. Prices are set by the NGN operator.

Some telephone numbers are operated by thirdparties, who connect or forward calls to another number. There are lots of third-party services and prices are charged by the third-party at a higher rate to connect calls. Calls to these non-mobile and call forwarding services are not included in your inclusive minutes.

### International calls and texts

International usage is not part of the standard tariff and as such, is not included within unlimited call or unlimited text allowances.

International usage includes calls and SMS that originate in the UK and are received by services outside the UK. International calls are charged by the, with a one-minute minimum call charge.

Please see the pricing guide for more information.

International usage does not include making calls or sending SMS while abroad (these are classed as roaming usage, no matter where the call or SMS is received).

International usage does not include calls back to the UK.

If you have an International bolt-on or option and exceed your international minutes and text allowances, international call and text rates apply. Please check our pricing guide for a detailed breakdown of these additional charges, which relate to the destination in which the call or text is received.

### Texts

Text messages (SMS) only include UK to UK text messages. They exclude premium-rate numbers, which are often used by TV shows, quiz companies, chat providers and some websites.

Customers may also be charged for receiving text messages from premium-rate numbers. Prices are set by the premium operator.

MMS are not included in our tariff packages. MMS stands for multimedia message service and a message is typically generated when you send a photo or picture. However, an MMS message may also be generated if you add an emoticon to an SMS, exceed a certain character limit for an SMS, or based on your device settings.

# Using your phone as a personal hotspot (tethering)

We do not recommend using your phone or connected device as a personal hotspot. SIMs on standard mobile tariffs are designed for calls, texts and general use such as daily browsing. They're not designed for being used as (or in) a mobile broadband device, as this usually consumes a great deal of data.

When you use your phone as a hotspot, all devices will be using data from your phone. Depending on the number of devices connected and what they're being used for, your data allowance could be used up (and exceeded) very quickly.

In addition to this, the reporting of the amount of data used while tethering is subject to increased delays, sometimes of several days. This means that we may not be able to react as quickly to tethered data use as standard data use. Therefore, any data alerts and/or bars set up on your account will also be delayed. This could lead to additional charges on your account.

The reporting of data while roaming outside the UK can further increase the delay in data reporting. Due to the increased cost of using data outside the UK/EU, we highly recommend that you avoid using your phone or connected device as a personal hotspot while roaming.

### Data

If you exceed your monthly data allowance, you will pay our standard out of bundle domestic or roaming data rates.

The reporting of data usage can be subject to delay. Data reporting is controlled by the network on which data is being used.

# **Tethering**

Tethering (the sharing of a device as a personal hotspot) is monitored on our simo.plan tariff. Consistent tethering - where the majority of data used by a device is being shared with other devices in order to create a wireless network over a series of billing cycles - may

- Transferring you to a tariff with a lower data allowance
- · At our absolute discretion, suspending, modifying or restricting the use of your services
- Withdrawing access to the service indefinitely
- Termination of contract for cause in accordance with clause 24, which may also include contractual termination fees

### Consistently high data usage

In order to prevent consistent excessive additional charges to an account and/or the loss of data connectivity enforced by optional Spending Limits and Spending Caps, data usage above 80GB will be monitored. Consistent high usage - where the majority of data used by a device over a series of billing cycles exceeds 80GB - may result in:

- Limiting the speed that data can be sent and received by your device when it reaches 80GB
- · Transferring you to a tariff with a lower data allowance
- At our absolute discretion, suspending, modifying or restricting the use of your services
- Withdrawing access to the service indefinitely
- Termination of contract for cause in accordance with clause 24, which may also include contractualtermination fees

# plan.com APN

In order to send and receive data, services with pro. plan 100GB and pro.plan Switch tariffs must access data through the plan.com APN. For information on data settings and APN, please contact your plan.com partner. Failure to configure to our APNmay result in:

- Transferring you to a tariff with a lower data allowance
- At our absolute discretion, suspending, modifying or restricting the use of your services
- Withdrawing access to the service indefinitely
- Termination of contract for cause in accordance with clause 24, which may also include contractual termination fees

# Fair Usage

Here at plan.com, we love to provide you with as many free texts and voice minutes as we can possibly fit into our tariffs. We strongly believe that 'unlimited' really should mean unlimited when it comes to call and text bundles. What allows us to offer these 'unlimited' bundles is the result of detailed customer analysis.

This means that, as long as everyone plays 'fair' with their call and text usage, each individual customer can benefit from flexible and – more importantly – unrestricted tariffs. However, there are inevitably customers who decide to abuse, or accidentally use, substantially more than their 'fair share' of calls and texts.

For this reason, we have to implement a Fair Use Policy in relation to 'unlimited' calls and texts. This policy

applies where the level of usage, or projected usage, is unreasonable and/or significantly in excess of what we would expect from a typical plan.com customer.

# simo.plan Fair Usage Obligations

You must only use the services or plan.com SIM cards for private, personal and legitimate business purposes.

What to avoid: You must not use your plan.com SIM card to support any connection where the SIM card is fitted into equipment for use with applications that primarily transfer information between fixed systems and remotely located handsets/assets or any other remote computer systems.

You must only use equipment or plan.com SIM cards for the purposes advertised, described in any user guides, or as instructed by us. You can't use a plan.com SIM card in or connected to any device or hardware other than the device or hardware for which it was intended.

What to avoid: Using your plan.com SIM card associated with a mobile tariff (voice, text and data) in a modem, tablet or dongle instead of a mobile phone would fall outside this Fair Usage Policy.

You must not use, or allow anyone else to use, the services or plan.com SIM cards for call forwarding services, concurrent calling, paging services, and onward calling services or to contact numbers that pay a revenue share: you cannot resell our services.

What to avoid: Making unusually high volumes of calls, making multiple calls at the same time or making calls to earn financial revenue or any other reward from these calls would constitute use of our services or plan.com SIM cards that would fall outside this Policy.

You must not use our services or plan.com SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages.

What to avoid: Sending unusually high volumes of SMS messages, sending SMS messages to an unusually large number of recipients or distribution groups or sending any automated or unsolicited SMS messages. For example, sending spam text messages would fall outside this Policy.

You must not use our services or a plan.com SIM card in such a way that in our reasonable opinion we reasonably believe adversely impacts our network or the service to our other customers.

What to avoid: Using our services to do anything that slows down the performance of the network, or prevents other customers from using the network as intended because of congestion caused by your usage of the services.

You must not establish, install or use a gateway device (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.

What to avoid: Using gateway devices to send automated messages or make automated calls would fall outside this Fair Usage Policy.

You must not use our services fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any rights or anyone's privacy or is otherwise unlawful.

What to avoid: Making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content are examples of use that would fall outside this Policy.

For the avoidance of doubt the prohibited activities listed above is a non-exhaustive list. plan.com reserves the right to assess any activity that it may consider inconsistent with a reasonable customer's good faith use of the services provided by plan.com.

You must not use our service in a way which deliberately games or exploits to your advantage the design of our billing or call record systems.

What to avoid: If you are using the service in a particular way which exploits the design of our billing and call record systems, we will write to you telling you that you must stop using the service in this way. You must stop doing so.

# What happens if your usage falls outside this Policy?

When you use a lot of data, it slows things down for everyone. So, to keep things fair, we keep an eye on how much data you, and all our customers, use. We can use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for other customers.

This may happen at specific times of day and/or in specific locations. We may impose network protection controls that may reduce your speed, remove access to your tariff allowances or Bolt-Ons, impose further charges to your account, and/or disconnect your plan. com SIM card at any time.

### Other breaches

This isn't an exhaustive list of how you could be breaching this Policy. If we reasonably suspect you're not complying with this policy, we reserve the right to impose further charges or disconnect your plan.com SIM card or your tariff at any time, having attempted to contact you first.

# **General Roaming Terms & Conditions**

# What is roaming?

'Roaming' is when a Service is used outside of the UK, for example, when you travel to a foreign country with your mobile phone. Your plan.com tariff does not include use of your service(s) outside of the plan.com Europe Zone ("EZ"). Therefore, using Equipment (e.g. a phone or device such as a connected tablet or laptop) outside of the UK or EZ means that you may incur additional charges, other than those described as part of your tariff, while using your device.

# Roaming usage

Equipment is 'being used' while abroad when one or more of the following events take place:

Data is accessed by your device. This may happen as soon as a device ("Equipment") connects with a foreign network provider. plan.com will charge you a fixed standard per MB rate for this data usage without an applicable roaming data bolt-on. To prevent this, either mobile data must be turned off, roaming data must be turned off, the Equipment must be in Flight Mode and/ or the Equipment must be turned off. PLEASE NOTE: Data can be accessed by your Equipment as soon as it is turned on, or Data access is enabled having been previously disabled. Data is not limited to specific apps being opened e.g., Facebook, an internet browser or Spotify. Background tasks often access data on your Equipment without your specific interaction. Therefore, your Equipment may be sending or receiving data simply by being turned on.

A call is made or received. In order to make or receive a call, your Equipment will automatically attempt to connect to a foreign network provider. The third-party will fulfil this call request. You can prevent calls from being received while abroad by keeping your Equipment in Flight Mode, or asking for an incoming call bar to be applied. plan.com will charge you a fixed standard per minute rate for this usage (see pricing) unless the usage is bundled with a roaming voice bolt-on.

A text message is sent. As above, this Service will be fulfilled by a foreign network provider and plan.com will charge you a fixed rate per text (see our pricing quide) unless the usage is bundled with a roaming SMS bolton. Multimedia Messages (MMS) are not covered by roaming bolt-ons and are priced accordingly.

# Roaming add-ons & bolt-ons

To help control costs while roaming, roaming add-ons and bolt-ons can be applied to a service. There are a variety of daily and monthly add-on and bolt-ons available, which provide additional data, calls and/ or texts allowances while roaming for a fixed daily or monthly charge, and cover a variety of different roaming destinations. To find out more, please visit our roaming bolt-ons guide.

# Roaming calls

Roaming calls are calls that are made from a Service while roaming, or received by a Service while roaming. Calls made to the UK while roaming are classed as roaming calls. Please note that calls made from the UK to non-UK destinations are never classed as roaming calls.

These are classed as international calls and charged at separate fixed rates, specific to your tariff. They are not covered by the majority of roaming bolt-ons. You may be charged for receiving a call while not in the UK/ EZ. The amount charged is related to the destination in which the call is received, and the duration of the call. Please see our pricing quide for more information. Calls made and received while roaming will either be charged at a fixed per minute rate, which relates to the destination in which the call is made or received or deducted from your bolt-on allowance(s). For example, if you receive a 30-minute call from the UK while roaming in Canada, you will be charged the appropriate amount for receiving a 30-minute call, or 30 minutes will be deducted from your daily or monthly roaming bolt-on allowance(s). Calls made to premium-rate numbers such as support lines or competition lines may be subject to additional charges, which are set by the third-party provider.

### Roaming texts

Texts sent while roaming are charged at a standard roaming rate (please see our pricing guide for more information). Texts made to or received from premium rate numbers such as a support line or competition line may be charged, with prices are set by the third-party provider.

# Roaming data

If you do not have a roaming bolt-on or you exceed vour daily bolt-on allowance(s), you will be charged our standard out of bundle roaming data rates. Note that

data usage in or outside the EZ is charged at £6 per MB and we strongly recommend disabling data before connecting to a foreign network if you do not have a roaming data bolt-on or your bolt-on allowance is exceeded. See our pricing guide for more information.

The reporting of data usage can be subject to delay. Data reporting is controlled by the network provider on which data is being used and it is beyond the control of plan.com with regards to when the foreign network provider releases this information.

# Roaming in the plan.com Europe Zone

Customers with tariffs and bolt-ons that include UK allowances may use their UK allowances when roaming in the plan.com Europe Zone (EZ). Usage in these destinations will be deducted from your tariff allowances. For example, our pro.plan 6GB tariff customers will enjoy unlimited calls and texts as well as 6GB of data to use in the UK and EZ. If you use 500MB in France, 500MB will be deducted from your pro.plan 6GB data bundle. EZ usage that exceeds standard tariff allowances will be charged at the same additional charge rates that apply to the UK.

The following usage is included with the UK tariff allowance:

- All data usage in the EZ
- Calls and texts back to the UK from an EZ destination (including voicemail retrieval)
- · Calls and texts within an EZ destination, e.g. Spain to Spain
- Calls and texts from one country to another where both are in the EZ, e.g. Spain to Germany (except where calls or texts originate in the UK - these are still regarded as international calls/SMS)

The following usage is **excluded** from the UK tariff allowance:

- Calls and texts from the UK to destinations in the EZ will not be included in UK Tariffs - these are International calls/texts
- Calls and texts from in the EZ to a non-EZ destination, e.g. Spain to the USA are classified as Out of Zone Calls/Texts and subject to fixed per minute/SMS charges
- All calls and texts to Premium/Non-Geographic numbers are not included, neither are texts received from premium rate numbers

# Non-domestic use limitations

Roaming in the EZ is intended for people who occasionally travel outside the UK where they live or have stable links i.e. they work or study there. It's not meant to be used for permanent roaming. As long as you spend more time at home than abroad, or you use your Equipment more at home than abroad, you can roam freely at domestic prices when travelling anywhere in the EZ. We reserve the right to check your usage patterns to determine if you might be abusively using your EZ roaming (regulated roaming services at domestic price). If you spend more than two months abroad out of four months, and if you have consumed more data abroad than at home over this time, we may send you an alert. Once the alert is received, you will have two weeks to clarify the situation. If you continue to remain abroad, we reserve the right to apply surcharges (equivalent to wholesale roaming caps, agreed on 31 January 2017).

### Roaming near borders

While roaming in countries that border with other destinations that fall outside the region or zone (e.g. The Republic of Cyprus, which borders with the Turkish Republic of Northern Cyprus), it is possible for a roaming mobile phone to connect with a mobile mast in the neighbouring country. In the example of Cyprus and Turkey, voice, text and data charges are set at the higher, non-EZ rates. When it comes to data usage, this can be up to £6 per MB. This is also true of maritime, satellite and airborne networks. plan.com is not able to control which network your Equipment connects to. For this reason, we are not liable for any additional charges that are incurred.

# Maritime, satellite and airborne networks

Maritime, satellite and airborne networks are not included in any plan.com tariff or bolt-on allowances. even though they may be based in one of our roaming zones. plan.com cannot be held responsible for Equipment accessing these networks and is not liable for any additional charges that are incurred from Equipment using these networks, even if accidental. Please take extra care when travelling off-land or within areas not covered by mobile operators. We suggest putting your device into flight-safe mode in these situations or turning off roaming data on your device.

# plan.com

# When it comes to business mobile and telecoms, we set the standard

If you're a UK business, no matter how big or small, we can provide everything you need to keep your business connected and in control of its handsets.

If you're reading this, one of our business partners will already be working closely with you. Using our award-winning online portal, they will help shape the best tariffs, bolt-ons and services for your business, and provide day-to-day support if and when it's needed.

As a plan.com customer, you will enjoy all the benefits of the O2 network and its outstanding UK coverage. In addition, we'll give you my.plan – an online portal that provides live information about your account and handsets that is beyond anything that any network is able to deliver.









