

## Terms and Conditions for using Superdrug Mobile

### All the things you need to know now that you're using our network and Services.

If you want a copy of these terms in an alternative format such as Braille or large print, or for more information on our accessibility services contact

[accessibility@superdrugmobile.com](mailto:accessibility@superdrugmobile.com)

Activating your SIM means that you accept these terms.

### 1 Who's who and what's what

1.1 When we say:

- (a) 'we', 'us' or 'our', we mean Superdrug Stores plc, trading as Superdrug Mobile.
- (b) 'you' or 'your', we mean you, the customer.
- (c) 'agreement', we mean your agreement with us.

1.2 The glossary, found at the end of these terms, lists some useful definitions we use in these terms.

### 2 About your agreement

2.1 Your agreement is made up of these Terms and Conditions and your Price Guide. Additional terms may apply to any promotional or special offers from time to time.

2.2 You must be at least 12 to be a Superdrug Mobile customer. If you are under 16, you must obtain your parent or guardian's consent before activating your SIM.

2.3 Your agreement is personal to you. You're obliged to do what you've contracted to do, unless we write and say you can do something outside this agreement. Unless we give you permission (acting reasonably), you can't pass your rights or responsibilities to anyone else - even if we give you more than one SIM or you give your Device to others. It's your responsibility to make sure the SIMs are only used to access our Services, as permitted in this agreement.

2.4 This agreement doesn't cover:

- (a) products or services you buy while using our Services; or
- (b) the supply of your Device and manufacturers that aren't related to us.

### 3 When your agreement begins:

3.1 Your agreement starts when we connect you to Superdrug Mobile. By inserting your SIM you are expressly requesting that Superdrug Mobile provide you with our Services.

3.2 It is a condition of using the Services that you must be a member of the Superdrug Health & Beautycard programme. Separate terms and conditions apply to the Superdrug Health & Beautycard programme which can be found at

<https://www.superdrug.com/bcTerms>.

#### **4 Variations to your agreement or prices**

4.1 We may vary any of the terms of your agreement, including our Plan(s), Add-ons or prices, on the following basis:

- (a) any updated Plan(s) and new terms will be available on our website, or by request to our Customer Team.
- (b) we'll let you know at least one month in advance if we decide to:
  - (i) discontinue your Plan; or
  - (ii) make any variations to your agreement which are (in our reasonable opinion) likely to be of material detriment to you.

4.2 You're free to stop using our Services if we make such variations, but if you carry on using our Services after any variation or change, you'll be deemed to have accepted the variation.

#### **5 What we'll provide for you – a phone number and SIM**

5.1 We'll open an account for you and provide you with a SIM and a phone number (and we may agree to provide you with additional SIMs and phone numbers on request).

5.2 Each SIM remains our property at all times. You're being allowed to use the SIM by us on a limited licence to enable you to access our service, in accordance with the terms of this agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use the SIM to obtain the Services from us.

5.3 Each SIM may only be used in Devices which are enabled for our Services and are authorised by us for connection to our network. Any attempt to use the SIM in other Devices may result in serious damage to the device and may prevent you from being able to use it, including the making of emergency calls. In these instances, we are not responsible for any such damage or usage problems.

5.4 If you're a phone customer, you can move your existing number to us with a Porting Authorisation Code (PAC). Once we've verified these details, we'll tell you the date when your number will be moved. If the move is delayed and is our fault, you may be entitled to compensation in the form of a one-off reimbursement of a portion of your Charges. Contact our Customer Team to find out more.

The Services

5.5 Once you're connected to Superdrug Mobile:

- (a) we will provide you with access to our Services. The Services will include Premium Services (which may require you to request them and our prior approval for you to use some of those Premium Services) and may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from the Age Restricted Services to anyone under 18.
- (b) you can make free calls to emergency services from your phone by calling 999 or 112.
  - (i) When you're outside of our coverage area in the UK, your phone will try to locate another mobile network so that you can try to contact the emergency services (however, neither your mobile telephone number nor your Location Data will be transmitted in these circumstances).

- (ii) Emergency service calls cannot be made using Skype (or certain other voice over IP services) on your phone - if you do wish to call the emergency services, you'll need to make a normal voice call from your phone.
  - (iii) If you have difficulties hearing or are speech impaired and you need emergency assistance, you can send a text message with details of your location to 999 or 112 - the text will be converted and passed to the appropriate emergency service but you'll need to register your phone before you can use this service - details on how to do this are available at [emergencysms.org.uk](http://emergencysms.org.uk).
  - (c) If you have a Device, other than a phone, capable of making telephone calls, you may be able to use this to make free calls to emergency services in the UK by calling 999 or 112, however your Location Data may not be transmitted to the emergency services in these circumstances.
- 5.6 You may also be able to upload and send your own content using our Services. You grant us an irrevocable, royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload. All content will be dealt with in line with our Privacy Policy which can be found at [insert link].
- 5.7 We may:
- (a) change or withdraw some, or part, of our Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Depending upon the changes that are made, you may have a right to end this agreement, as explained in Sections 4 and 10.
  - (b) also change how our Services are presented and delivered to your device or are otherwise made available to you. We can change the way they're presented, delivered or otherwise made available to you at any time.

#### **Limitation of Superdrug Mobile Services**

5.8 We'll always try to make our Services available to you. However, our Services are only available within our coverage area in the UK. Within this, there may be areas where you don't have access to all of our Services, or where coverage is otherwise limited or unavailable. For more information about coverage, take a look at [superdrugmobile.com/coverage](http://superdrugmobile.com/coverage).

#### **Disruption to Superdrug Mobile Services**

- 5.9 There may be situations when our Services are not continuously available or the quality is affected, so we can't guarantee continuous fault-free service. For instance:
- (a) when we need to perform upgrading, maintenance or other work on our network
  - (b) when you move outside our 3G service area while you're on a call (in this case calls may not be maintained);
  - (c) when you're in areas not covered by our network. In this case our Services rely on other operators' networks where we have no control; and
  - (d) because of factors outside our control, such as the features or functionality of your Device, regulatory requirements, lack of capacity, interruptions to service from other

suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

## **6 What you'll do in return**

### Personal Security

6.1 As we own the SIM and it remains our property, you must ensure that you keep the SIM safe and secure while it's in your possession and you must ensure that you're able to return it to us, if required.

6.2 You must keep all PINs and passwords secure and confidential.

6.3 You should immediately change your PIN or password if you become aware that someone is accessing service on your account without your permission.

### Responsible use - How you use our Services

6.4 You may only use the Services:

- (a) as laid out in this agreement; and
- (b) for your own personal use. This means you must not resell or commercially exploit any of our Services or content.

6.5 You must not use our Services, the SIM or the Superdrug Mobile phone number or allow anyone else to use our Services, the SIM or the Superdrug Mobile phone number for illegal or improper uses. For example:

- (a) for fraudulent, criminal or other illegal activity;
- (b) in any way which breaches another person's rights, including copyright or other intellectual property rights;
- (c) to copy, store, modify, publish or distribute our Services or their content, except where we give you permission;
- (d) to download, send or upload content of an excessive size, quantity or frequency. We'll contact you if your use is excessive;
- (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with our network, the networks or systems of others or our Services; or
- (f) to use or provide to others any directory or details about our customers.

6.6 You must co-operate with us and follow our reasonable instructions to ensure the proper use and security of your account. This includes (but is not limited to) any instructions from us to update the settings on your device in which you're using our SIM.

6.7 If anyone makes, or threatens to make, any claim or issue legal proceedings against you relating to your use of our Services, you'll notify us of this immediately and, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

6.8 We may publish an acceptable use policy and a traffic management policy which will provide more details about the rules for use of certain of our Services in order to ensure that:

- (a) the use of our Services is not excessive;
- (b) to combat fraud; and

(c) where the Services we offer, or may introduce, require certain rules to ensure they can be enjoyed by our customers.

If we publish a policy, we'll let you know. Such a policy may be amended from time to time, for instance, if we discover that our Services are being used for fraudulent purposes, or excessive use of our Services is causing problems for us, our systems, or for other users, or if we introduce new services which require certain rules to ensure that such new services can be enjoyed by our customers. Again, we'll let you know if this happens.

Responsible use - How you use the Messaging Service

6.9 While using the Messaging Service, you must not send or upload:

- (a) anything that is copyright protected, unless you have permission;
- (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

6.10 We may put limits on the use of certain services, such as Messaging Services. For example, we may limit the size of messages or storage space.

6.11 While we have no obligation to monitor the Messaging Service, if you use the Messaging Service in a manner that we deem contrary to normal consumer activities, we reserve the right to stop your Messaging Service without notice. You may still be charged for any content which is blocked or removed.

#### **Responsible use – How you use Age Restricted Service**

6.12 If you're under 18, you're not permitted to access our Age Restricted Service. If you're 18 or over and you access the Age Restricted Service, you must not show or send content from the Age Restricted Service to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Service if you let anyone under 18 use your device.

6.13 You accept that we cannot control access to age restricted services obtained over WiFi.

#### **Paying your Charges**

6.14 Where applicable, any credit or allowances contained on your account will be reduced each time you use or incur Charges for the Services. You may only use Add-ons to obtain credit or allowances for access to the Services. Add-ons and any credit or allowance on your account are not redeemable for cash under any circumstances.

6.15 Once purchased, Add-ons are automatically activated on your account.

6.16 Data Add-ons will expire after two calendar months. Cash Add-ons do not expire as long as you have an active Plan.

6.17 If you use your device to buy goods and services from third parties, you're responsible for paying any bills they may send to you.

6.18 To protect you against fraud, we may place limits on the amount of credit that can be activated on your account. We may vary these limits from time to time.

## **7 Your rights – complaints**

7.1 If you're unhappy about any aspect of our service, you should contact our Customer Team.

7.2 We'll investigate any complaint in accordance with our customer complaints code, after which we'll contact you with the results. A copy of our customer complaints code can be viewed on our website at [superdrugmobile.com/complaints](http://superdrugmobile.com/complaints) or you can request a copy by contacting our Customer Team. If we are unable to resolve your complaint, you may, depending on the nature of your complaint, be entitled to ask Ombudsman Service: Communications to consider your complaint for you. Their website address is: [ombudsman-service.org](http://ombudsman-service.org). Alternatively, if your complaint is about a purchase you made online and we have been unable to resolve your concerns through our complaints process, you can submit your complaint through the European Commission's online dispute resolution platform, which can be found at the following website address: <http://ec.europa.eu/consumers/odr/>.

7.3 See our Privacy Policy for information about data protection and privacy complaints.

## **8 Our rights – intellectual property**

8.1 All rights, including copyright in our service and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.

8.2 The 'Superdrug Mobile' branding including all related images, logos and names used as part of our Services are proprietary marks of Superdrug. We reserve all our rights.

## **9 Suspension of your service**

9.1 We may Suspend any or all of our Services you use without notice if:

- (a) we reasonably believe you have provided us with false or misleading details about yourself as set out in Section 13;
- (b) we advise you that your excessive use of our services (as may be defined in accordance with Section 6.8 above) is causing problems for other users, and you're continuing to use our Services excessively;
- (c) we believe your SIM has been lost, stolen or is being used in a way not permitted by this agreement;
- (d) we reasonably believe that you have used our Services, the SIM(s) or a Superdrug mobile phone number for illegal or improper purposes in contravention of our responsible use requirements in Section 6 above;
- (e) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you're using our Services in any of the ways prohibited in Sections 6.5, 6.9 and 6.12). If this happens, we'll deal with the complaint in the manner set out in Section 7;
- (f) we're required to suspend your service by the emergency services or other government authorities;
- (g) you have not purchased a plan within the preceding 6 month period. If you do not have an active plan, your phone will continue to be capable of receiving incoming calls for the periods set out in the Price Guide and other customer documentation; or

(h) if your account balance drops below zero and you have failed to purchase a cash Add-on or otherwise make a payment to us to clear such negative balance.

9.2 If we Suspend any or all of your Services, you'll still be able to make emergency calls (unless they've been suspended at the request of the emergency services).

9.3 If your service is Suspended, we may agree to re-connect you if you ask us to do so and there may be a re-connection charge for this.

## **10 Ending this agreement and disconnection of your service**

10.1 You may end this agreement by stopping your use of the Services at any time.

10.2 We may end this agreement in the following ways:

(a) On 30 days' notice. We can end this agreement by giving you at least 30 days' notice. Your agreement will finish at the expiry of the 30 day notice period or a later date which we specify.

(b) For non-use or non-payment of your service. We may Disconnect you if you have not purchased a Plan within the preceding 6 month period. We will contact you 40 days before we Disconnect, where you'll have the opportunity to keep your account live by purchasing a new Plan. If we Disconnect you for non-use of the Service as set out in this Section 10.2(b) any unused credits or allowances on Add-ons remaining on your account on Disconnection will be forfeited.

(c) Because of your conduct. In the following cases, we may end your agreement immediately:

(i) if we have the right to Suspend your use of the Services on any of the grounds in Section 9 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;

(ii) if we believe that your communications or actions with regard to our Customer Team or any of our retailers or agents, or your use of our Services, are jeopardising the operation of the network, or are of an unacceptable nature;

(iii) in the event of your death; or

(iv) where you have used the Services in a way not consistent with the ordinary use of a consumer.

10.3 No network access for our Services. We may end your agreement if we no longer have access to other operators' networks which we need to provide our Services, or if we are no longer able to provide our Services due to factors beyond our control or because we cease business. If reasonably possible under these circumstances, we'll endeavour to provide you with such notice as is practical.

10.4 Refunds. We will give you a refund for the cost of your SIM within 28 days of purchase, whether you purchased it in a Superdrug store or online at [superdrugmobile.com](http://superdrugmobile.com). To get a refund you need to contact us via web chat and the following will apply:

(a) If you purchased your SIM in a Superdrug store you will need to provide a picture of your receipt and your refund will be issued to you by cheque within 10 working days. We will be unable to process your refund without the receipt; or

(b) If you purchased your SIM on [Superdrugmobile.com](http://Superdrugmobile.com), your refund will be credited onto the original card which you used to purchase the SIM within 3-5 working days;

and

(c) If you have activated your SIM, any activation points awarded to your Health & Beautycard as a result of the SIM activation will be forfeited by you and they will be deducted from your Health & Beautycard.

10.3 If you have activated your SIM it will be Disconnected at the end of your first month and Section 11.1 will apply..

## **11 Effect of this agreement ending**

11.1 If this agreement ends, we'll close your account and Disconnect you and you'll not be able to use our Services. In addition, you'll lose your phone number unless you have made a request for your number to be ported prior to Disconnection.

11.2 If we end the agreement due to your conduct, then any unused credits or allowances will be forfeited.

## **12 Liability – limits on our liability**

12.1 All of our obligations to you relating to our Services are set out in this agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.

12.2 Except as set out in Section 12.3:

- (a) all other terms, conditions and warranties relating to our Services are excluded;
- (b) our entire liability to you for something we do or don't do will be limited to £500 for one claim or a series of related claims; and
- (c) we are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of our Services. We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.

12.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you're a consumer, the terms of this agreement will not affect any statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

## **Our Services – areas where we have no responsibility**

12.4 We'll try to ensure the accuracy, quality and timely delivery of our Services. However:

- (a) we accept no responsibility for any use of, or reliance on, our Services or their content, or for any disruptions to, or any failures or delays in, our Services. This includes, without limitation, any alert service or virus detection service; and
- (b) subject to Section 12.3 we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error free nature, compatibility, security or fitness for purpose of our Services or their content. They're provided to you on an 'as is' basis; and

12.5 We'll not be liable:

- (a) for any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or
- (b) if we cannot carry out our duties, or provide our Services, because of something beyond our control.

Others' content and service - areas where we have no responsibility.

12.6 You may be able to use our Services:

- (a) to upload, email or transmit content using our Services; and
- (b) to access content which is branded or provided by others and to acquire goods and services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or services. We are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.

12.7 This Section 12 will apply even after this agreement has ended.

### **13 Privacy notice and your information**

13.1 We take privacy seriously. The categories of personal data that we process depend on how you use our services. We use your personal data to align our online and in store services with your preferences, to provide you with purchases and services, to deal with your requests, to contact you regarding tailored products and services which may be of interest to you, to provide prize draws or competitions, or to carry out relevant administrative services. All personal data is processed in accordance with applicable data protection laws. For a full version of our Privacy Policy, please see Privacy Policy.

13.2 Whenever you provide us with personal information about yourself you agree that it will be true, complete and accurate. You must tell us if this information changes.

13.3 If you provide us with information about another individual you must have their agreement to do so or be acting with legal authority.

13.4 If we reasonably believe that you have supplied us with false or inaccurate information, or if we suspect fraud, we may delay your Connection or suspend your access to our Services until an investigation has been completed to our satisfaction.

13.5 When you make a call, the calling line identity (CLI) of your phone (your phone number) will be displayed on the phone of the person you call. If you do not wish your CLI to be displayed and/or transmitted you should consult your phone user guide or contact our Customer Team. Your CLI cannot be blocked when calling the emergency services, or when sending a text, picture, or video message.

13.6 You must keep any passwords and PIN numbers relating to your account and our Services safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact our Customer Team immediately to ask us to change them. This is your responsibility.

#### **14 Notices**

14.1 Our website is a source of information that you may find useful when using our service - it's the most up to date source of information about us and our Services. You may find it useful to refer to when using our Services.

14.2 If we need to send any notices under this agreement to you, we'll do this by communicating them to you via phone, text message, electronic messaging, email, or mail.

#### **15 Other terms**

15.1 You and we agree that English law applies to these Terms & Conditions and that any dispute between us arising out of or in connection with these Terms & Conditions will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there.

15.2 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.

15.3 We may assign or transfer some or all of our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement (so far as such obligations are relevant to the assigned or transferred rights), provided that your rights under the agreement or any guarantees given by us to you're not affected. No other person (other than our assignee(s), if any) may benefit from this agreement.

15.4 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number.

15.5 You confirm that you have full contractual capacity to agree to the agreement and are able to pay the Charges.

15.6 Our registered company number is 807043 (England and Wales) and our registered office is at 51 Sydenham Road, Croydon, Surrey, CR0 2EU.

## Glossary

Specific words and phrases that need further explanation.

**Additional Service:** additional, optional or extra services which you choose to use which are not services that are part of your Plan or Out of Bundle Service (for example, they may include (but they're not limited to) Add-ons, Premium Service, international service, directory enquiry service, any other service listed in our Price Guide under the "special charges" or "other service" sections, calls to non-geographic numbers (such as calls to 084, 087), content or applications you may buy and/or any third party service).

**Add-on:** a voucher or any other payment mechanism or receipt used to buy a specific service and which requires an active Plan on your account for use (as detailed in the Price Guide).

**Age Restricted Service:** any service for use only by customers 18 or over.

**Charges:** charges for access to, and use of, our service as set out in the Price Guide. These charges may cover (without limitation) fixed periodic charges, including your monthly charge (if any), usage charges (for example, charges for Out of Bundle Service or Additional Service), account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments from you.

**Communications Data:** information about the routing of service, calls and messages you make and receive, the date, time, duration and cost of these, and information about the identity of your device and SIM.

**Connection:** the procedure by which we give you access to our Services. 'Connect', 'Connecting', and 're-Connection' have corresponding meanings.

**Customer Team:** our customer service team who are available to help you with your queries. Customers can contact the Customer Team at [help@superdrugmobile.com](mailto:help@superdrugmobile.com) or via webchat.

**Device:** the device or phone that is authorised by us for Connection to our network which is used to access our service.

**Disconnection:** the procedure by which we stop your access to your service. 'Disconnected' and 'Disconnecting' have corresponding meanings.

**Location Data:** data indicating the geographical location of your Device when using our Services or when your Device is switched on.

**Messaging Service:** any email, fax and voicemail service, text (SMS) and multimedia messaging service (MMS), personal information management and other message or communication facilities which let you communicate with others.

**Out of Bundle Service:** any standard service (i.e. calls and texts to standard UK mobiles and UK landlines (to avoid any doubt, calls to standard UK landlines do not include calls to non-geographic numbers, such as 084 and 087) and/or UK data) you use when you exceed any inclusive allowances which may be included in your Plan (if any) or, if you do not have any inclusive allowances with your Plan, any standard service you may use.

**Plan:** our current Plan(s) available for you to select that are set out in the Price Guide as well as any other Plan(s) we may introduce in the future. There may be more than one Plan available for you to choose from and if so, you'll be required to select one before you're

connected to us. Depending upon the Plan 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 - details of these are set out in the Price Guide. The Plan(s) we offer may be amended or withdrawn from time to time, and can be viewed at [superdrugmobile.com](http://superdrugmobile.com) or requested from our Customer Team.

**Premium Service:** any of our Services which are charged at premium rates. You can only access these services with our approval.

**Price Guide:** the document that sets out the Plans available to you, our current Charges and related details. This document is divided into sections, each section aimed at providing a summary of all the Charges applicable to a particular type of Plan or tariff. The Price Guide can be viewed at [insert URL]

**SIM:** a card which contains your phone number and enables you to access our Services.

**Services:** the services offered by us, including call service, Messaging Service, Storage Service, Age Restricted Service and Premium Service, which we have agreed to provide for you.

**Storage Service:** any service which offers you storage capacity on the our network for storage of content which you access from our service.

**Suspension:** the procedure by which we temporarily Disconnect your access to the Services. 'Suspend' has a corresponding meaning.

**Tablet:** a tablet personal computer which is authorised for connection to our network and is used to access our service.