

## TERMS OF MOBILE MANAGER PLATFORM USE

### (Applicable to all users of the Mobile Manager Platform including EE customers and BT customers that take EE Mobile on a BT contract)

#### DEFINITIONS

**Agreement** means:

- (a) the contract entered into between Us and you and detailed in one of the following documents:
- your Customer Information Form, Business/Small Business CIF, OBSCA, OBSMA, OBA, or EEBA
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  - your MSII, PSN or Network Services contract (or such other contract which has replaced these) for customers that have taken services under those contract frameworks ("**EE Agreement**"); or
- (b) the contract entered into between British Telecommunications PLC ("**BT**") and you and detailed in your business contract with BT ("**BT Agreement**").

**General Terms** the general terms applicable to all users of Mobile Manager Platform.

**Online Ordering Terms** means the terms set out under Appendix 1 that are the additional terms applicable to users who are granted access to accessory order functionality within Mobile Manager ("Online Ordering").

**We, Our and Us** means EE Limited.

#### TERMS OF MOBILE MANAGER PLATFORM USE

These terms of use and, where applicable, the Online Ordering Terms (together with the documents referred to in them) govern the use of Mobile Manager Platform which can be found at: <https://mobilemanager.ee.co.uk>. Please read these terms of use carefully before you start to use Mobile Manager Platform. By registering for or using Mobile Manager Platform, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, you should not proceed with registration or continue to use Mobile Manager Platform.

This is a legal document detailing your rights and obligations as a Mobile Manager Platform OBM Website Customer and Our obligations as a service provider. In case of conflict between these terms of use and your agreement for network services from Us or BT, these terms of us prevail in respect of access to Mobile Manager Platform.

Where any orders are placed via Mobile Manager the terms of your Agreement will apply to such orders and in the event of any conflict the terms of your Agreement will prevail.

We may immediately terminate your access to Mobile Manager and/or Online Ordering (together the **Mobile Manager Platform Services**) if you breach or compromise these terms of use.

#### INFORMATION ABOUT US

<https://mobilemanager.ee.co.uk> is a site operated by EE Limited trading as EE. We are registered in England and Wales under company number 02382161 and our registered office is at 1 Braham Street, London E1 8EE.

We are a limited company and are regulated by the Office of Communications (Ofcom).

#### ACCESSING THE MOBILE MANAGER PLATFORM

Access to Mobile Manager Platform is permitted on a temporary basis, and We may suspend, withdraw, amend, or replace the service We provide on Mobile Manager Platform without notice. You acknowledge that Mobile Manager Platform may be adversely affected by events outside Our control. We or BT will not be liable if for any reason Mobile Manager Platform is unavailable at any time or for any period.

We may restrict access to Mobile Manager Platform if maintenance or upgrades are required.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are responsible for all actions that take place as a result of access to Mobile Manager Platform via your password or identification code.

You will ensure that your browser session is closed before leaving your work-station unattended because there is a 30 minute time lapse before a session will time out within Mobile Manager, which may allow a session number to be recorded and a third party to illegally access the system.

You will notify Us immediately if you have reason to believe that any user name and/or password has become known to someone not authorised by you or is being or is likely to be used in an unauthorised way.

We may disable or change any user identification code or password, if We consider that there is or likely to be a breach of security. We will notify you if We change your user identification code or password.

You will be required to change your Mobile Manager password every 90 days and will be promoted to do so upon login.

You may not use Mobile Manager Platform in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

You are responsible for arranging access for all your Users to Mobile Manager Platform. You are also responsible for ensuring that all Users for which you have arranged access are aware of these terms of use and comply with them.

By requesting a user name and password you will accept any risk associated with this information being sent by email.

## **USE OF MOBILE MANAGER PLATFORM**

If you are a small or medium business customer with 49 or less employees, you will be charged a fee per registered user of Mobile Manager Platform. The charge will appear in your bill for network services from EE (including if you take EE Mobile from BT and EE invoices you for the services). If you are a large business customer with 49 employees or over Mobile Manager Platform Services are provided free of charge in consideration of your EE Agreement or BT Agreement.

The services provided to you through the Mobile Manager Platform consist of the content of Mobile Manager (including, where provided, Online Ordering) and as a result of your actions performed on the Mobile Manager Platform.

Subject to these terms of use and your payment of the relevant charges for Mobile Manager, any communications authorised by you (originating from a valid username and password) will be carried out by Us regardless of any conflict with other instructions given concerning your billing or service requirements. You must ensure that all instructions are accurate prior to being sent.

All requests must comply with the access rights of the username/password the request has originated from and must pass through the relevant security checks.

Whilst We will endeavour to process all transactions as soon as possible, certain transactions may take longer to process, and they may therefore be processed on the next day which is not a Saturday, Sunday or bank or public holiday in the UK (**Working Day**).

All customers using Mobile Manager Platform are required to reduce their paper bill to a single page VAT invoice. If a customer wishes to receive more than a single page VAT invoice a charge may be applied for using Mobile Manager Platform.

## **SUPPORT**

We will provide technical support for Mobile Manager Platform between the hours of 8am and 6pm (UK time) on Working Days. Any issues outside of these hours will be addressed the following Working Day.

We will provide support to one administrator per customer and any further users created by the customer will be supported by the administrator within the customer's organisation. Should the customer wish to have more users supported by Us an additional charge may be payable.

We will provide a 'how to' guide and tutorial videos to support your set up of the service. We will raise an additional charge if you require a personalised support session.

## **CONFIDENTIALITY**

In these terms of use, "**Confidential Information**" means any commercial or technical information in whatever form which is disclosed by one party to the other party for the purpose of provision or use of Mobile Manager Platform and which would be regarded as confidential by a reasonable businessperson.

You and Us agree that Confidential Information, regardless of the form or how communicated or reported is confidential and shall be kept as such.

Except as set out below, all Confidential Information shall be used solely in conjunction with Mobile Manager Platform.

Disclosure of Confidential Information is permitted:

- by each party to such of its employees, officers, representatives, advisers, contractors and suppliers who need to know such information for the purposes of the performance of these terms of use provided always that the disclosing party ensures such recipients comply with this section (Confidentiality);
- as may be required by law, court order or any governmental or regulatory authority;
- by Us to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the customer's account and performance under these terms of use or your EE Agreement or BT Agreement, and to any member of Our group companies, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;
- by Us as may be permitted pursuant to applicable laws and regulations relating to the processing of personal data and privacy;
- with the consent of the disclosing party;
- to the extent that information has come into the public domain through no fault of the receiving party; and/or
- by you to your group companies to the extent permitted under your EE Agreement or BT Agreement.

Ownership of any Confidential Information remains with the party who initially disclosed it. You will not discuss Mobile Manager Platform with any of Our competitors or group companies or in a manner which could prove detrimental to the success and future development of Mobile Manager Platform.

Your transactions performed and recorded in Mobile Manager Platform will be monitored by Us and/or BT (if you take EE Mobile on a BT Agreement) and you may be contacted by Us or BT (as applicable) in relation to them.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in Mobile Manager Platform, and in the material published on it. Those works are protected by copyright, trademark and other intellectual property laws and treaties around the world. All such rights are reserved.

Logos, product names, service names, trade names, colours, brand assets or any arrangement thereof form part of Our, Our licensors, or Our group companies' proprietary registered and/or unregistered trademarks and intellectual property. Any unauthorised use of these trademarks may constitute a breach of Our, Our licensors, or Our group companies' intellectual property rights.

We grant you a non-exclusive, non-transferable right to view and use Mobile Manager Platform and its content for private, non-commercial purposes only and subject to compliance with these terms. You may print off or download extracts, of any page(s) from the Mobile Manager Platform for your personal reference.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on Mobile Manager Platform must always be acknowledged.

If you print off, copy or download any part of Mobile Manager Platform in breach of these terms of use, your right to use Mobile Manager Platform will cease immediately and you must, at Our option, return or destroy any copies of the materials you have made.

By submitting any content or material to or through Mobile Manager Platform you warrant and represent that it is owned by you, or you are authorised to distribute it through Mobile Manager Platform. You grant to Us and Our group companies, and warrant that you have all necessary third party consents to grant Us and our group companies, a non-exclusive licence to copy, modify, distribute and create a derivative work from that content or material without liability and you agree not to take action against Us or Our group companies in relation to it. You agree to indemnify Us or Our group companies immediately on demand in relation to any losses or damages including where appropriate any legal administrative or technical charges arising from or connected to your breach of this paragraph.

## **MOBILE MANAGER PLATFORM UPDATES**

We aim to update Mobile Manager Platform regularly and may change the content at any time or add new features including self service features. We will try to ensure the content on Mobile Manager Platform is as accurate as possible, however you acknowledge that out of date or inaccurate information may appear from time to time. Where required, We may suspend access to Mobile Manager Platform, or close it indefinitely.

## **YOUR LIABILITY**

You must comply with all of these terms of use and you must notify Us immediately if:

- there is any suspected or actual breach; or
- if you become aware of any error or suspected error in Mobile Manager Platform or any transaction relating to or from it.

You are responsible for checking all records of transaction and invoices recorded in Mobile Manager Platform.

You will be liable to Us and other members of Our group companies for any loss We or Our group companies suffer as a result of any breach by you of these terms and conditions but except as stated below "Your Liability", is limited to payment of all outstanding charges due in accordance with the provisions of these Terms and Conditions.

You will be liable to Us and other members of Our group companies without limit for breach of your confidentiality obligations or if you have been grossly negligent or fraudulent.

## **OUR LIABILITY**

The exclusions below do not affect Our or other members of Our group companies' liability for death or personal injury arising from Our or Our group companies' negligence, nor Our or Our group companies' liability for

fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Your access to Mobile Manager Platform and any action you carry out or decisions you take on the basis of data or information you obtain from or via Mobile Manager Platform is carried out entirely at your own risk. The material displayed on Mobile Manager Platform is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability.

We cannot guarantee the accuracy of unbilled call and usage information. This information may not be completely up to date and may not include late rated calls such as international calling charges.

We and other members of Our group companies will not be liable to you for any loss you suffer as a result of Us or Our group companies acting on an instruction from a valid username/password whether authorised by you or not, except so far as We or other members of Our group companies are grossly negligent. We will not be obliged to reverse or adjust any such transaction.

We will not be responsible for any misuse of Mobile Manager Platform by you or anyone else nor for any disclosure of Confidential Information (as defined above) where you have failed to take reasonable precautions to maintain the security requirements relating to Mobile Manager Platform.

We and other members of Our group companies will not be liable to you for any losses you suffer if We are unable to provide Mobile Manager Platform to you because of any factor beyond Our control. We shall not be in breach of these terms of use nor liable for delay in performing, or failure to perform, any of Our obligations under them if such delay or failure results from events, circumstances or causes beyond Our reasonable control. In this instance you may be able to reduce your loss by telephoning Us instead (see Your Concerns section below for contact details or use your usual method of contacting Us).

We, other members of Our group of companies and third parties connected to Us hereby expressly exclude:

- any liability for any indirect or consequential loss or damage (whether foreseeable by Us or Our group companies or not) and incurred by any user in connection with Mobile Manager Platform or in connection with the use, inability to use, or results of the use of Mobile Manager Platform, any websites linked to it and any materials posted on it;
- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill; and
- wasted management or office time,

whether caused by tort (including negligence), breach of contract or otherwise.

Our total liability under or arising in connection with these Terms and Conditions in contract, tort (including negligence), breach of statutory duty or otherwise will be limited to the greater of £1,000 or 100% of the fees paid by you for Mobile Manager Platform services.

#### **INFORMATION ABOUT YOU AND YOUR VISITS TO MOBILE MANAGER PLATFORM**

We process information about you and your users in accordance with Our privacy policy <http://explore.ee.co.uk/privacy>. This privacy policy applies to EE and BT customers using Mobile Manager Platform.

Our privacy policy does not apply to third party websites which Mobile Manager Platform may link to or which advertise Mobile Manager Platform. These third party websites operate their own privacy policy which We encourage you to read.

By using Mobile Manager Platform, you consent to such processing and you warrant that all data provided by you is accurate. You warrant that EE and/or its third party supplier(s) have sufficient user consent to publish the personal information used within the Mobile Manager. If you are a BT customer you consent to Us sharing your and your users' personal data with BT and you warrant that you have your users consent for Us to do so.

Our secure-server software will encrypt your personal information (including your name and address) and convert it into bits of code that can be securely transmitted over the internet.

## **VIRUSES, HACKING AND OTHER OFFENCES**

You will not:

- a) misuse Mobile Manager Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- b) attempt to gain unauthorised access to Mobile Manager Platform, the server on which Mobile Manager Platform is stored or any server, computer or database connected to Mobile Manager Platform; and
- c) attack Mobile Manager Platform via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Mobile Manager Platform will cease immediately.

We and our group companies will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Mobile Manager Platform or to your downloading of any material posted on it, or on any website linked to it.

## **LINKS FROM MOBILE MANAGER PLATFORM**

Mobile Manager Platform may contain links to other sites and resources provided by third parties not controlled by Us. These links are provided for your information only and the inclusion of the links does not imply any endorsement by Us of the sites. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to or your use of Mobile Manager Platform although We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **VARIATIONS**

We may modify these terms of use from time to time and you are advised to keep up to date with any changes by regularly reviewing these terms of use. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on Mobile Manager Platform. By continuing to use Mobile Manager Platform you are deemed to have accepted the variations.

## **GENERAL**

We may delay enforcing Our rights under these terms without losing them.

If any part of these terms is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect.

Except for BT in the following circumstances, any person who is not a party to this agreement has no right to enforce any clause contained within it. This agreement may be enforced by BT in its own right if you have purchased EE Mobile on a BT Agreement.

#### **YOUR CONCERNS**

If you have any concerns about material which appears on Mobile Manager Platform, please call the Mobile Manager Platform Support Team on 07973 100 349.

Any contact with the Mobile Manager Platform Support Team may be monitored or recorded in accordance with the law and for training purposes. This helps prevent unauthorised use of Our services and to prevent crime.

## APPENDIX 1

### ONLINE ORDERING TERMS

The following additional terms apply to Customers that are granted access to Online Ordering:

#### ORDER PROCESS

The information displayed on Online Ordering, including prices, does not constitute an offer by EE or BT to contract or enter into any agreement.

When you send an order by means of Online Ordering for goods and/or services, your order shall constitute an offer by you to purchase the goods and/or services selected. Acceptance of your order shall only take place when EE or BT (as applicable) has confirmed its acceptance in writing to you. Confirmation of receipt does not amount to confirmation of acceptance. EE and BT reserve the right to decline any order in its absolute discretion and/or require you to provide other documents (by electronic or non-electronic means) to supplement your order (such as, but not limited to, a purchase order or evidence of authority to place the order). No binding contract is created until your order has been accepted. Your order can only be accepted if received from the United Kingdom and if you are over the age of 18 and authorised by your business to place orders.

All orders are subject to your Agreement with EE or BT (as applicable).

All goods and/or services displayed on Online Ordering are subject to availability.

EE or BT (as applicable) may ask for a deposit or conduct credit checks as part of processing your order – the details of credit checking are contained in the Agreement.

EE and BT reserve the right to delete an order and not fulfil it where it considers it to be a duplicated order.

#### MINIMUM CONNECTION PERIOD/MINIMUM TERM, UPGRADES AND COMMERCIAL DEALS

EE and BT (as applicable) will be entitled to conduct a check of your order against your Agreement with EE or BT. If your Agreement does not cover the order or your current Agreement has expired EE or BT may require you to sign EE's or BT's standard contract documentation prior to your order being accepted or fulfilled. You are also responsible for checking the terms of your current Agreement to ensure that you understand the commitments you are making when placing an order via Online Ordering. Your order may be subject to additional terms and conditions which EE or BT will confirm to you.

All orders for new or upgrading connections will be subject to a new minimum connection period (referred to as a "Minimum Term" in your contract with BT). You may be entitled to request upgrades via Online Ordering but may not be entitled to an upgrade without paying the relevant charges.

All orders for Devices will require new, upgrading or resigning connections to join or remain on the EE network on the existing or (if agreed by EE or BT) your requested service plan. By placing orders you accept that charges for the services plans will be incurred and agree to pay those charges. EE or BT will apply the relevant service plan to your order according to the terms of your Agreement. EE or BT may need to confirm the details of your required services with you before an order can be accepted.

The pricing for handsets stated on Online Ordering unless otherwise stated, will be the pricing applicable to your Agreement with EE or BT net of any discounts or per connection credits to which you may be entitled.

Whilst EE and BT will endeavour to ensure that the pricing is correct, orders will be processed at the prices in force at the time of processing and EE and BT will only apply discounts or credits in accordance with your Agreement. Processing of any order at a price that does not accord with your Agreement, shall not constitute a variation of your Agreement or a waiver of either party's rights, and either party shall be entitled to have the mistake corrected.

If an order cannot be delivered because you are unable to take delivery then charges may apply for redelivery.

All prices exclude VAT (and delivery charges).



EE's and BT's 14 day money back guarantee does NOT apply to business customers. The cooling off period under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 does not apply to business customers, and so you must ensure that you wish to proceed with your order – once placed and accepted, you cannot withdraw it.

#### GENERAL

The images contained on Online Ordering are for guidance only and actual products may differ from those shown. EE, BT and their suppliers reserve the right to improve products and their specification without prior notice.

Neither EE nor BT shall not be liable to any person for any loss or damage which may arise from the use of any information contained in any of the materials on Online Ordering. EE and BT try to update Online Ordering as frequently as possible. You must ensure that, prior to placing an order, you have checked all relevant details about the goods and/or services you have selected as their relevant details may have changed since you last visited Online Ordering.

Devices/SIMs must not be resold, transferred or otherwise distributed for any reason. EE and BT reserve the right to restrict purchases through Online Ordering.

The terms of your Agreement will prevail, and EE and BT reserve the right to correct any errors or omissions on Online Ordering, which may include a retrospective adjustment of your account or service details.

Additional terms and conditions may apply to certain Equipment ordered via Online Ordering. Where applicable, such terms will be provided with the Equipment (for example, included in the box). Unless otherwise stated in such terms and conditions use of the Equipment shall be deemed to be acceptance of such terms and conditions.