

## TERMS OF USE FOR MOBILE MANAGER

### DEFINITIONS

**Agreement** means:

- a) the contract entered into between EE Limited (“**EE**”) and you and detailed in one of the following documents:
  - your Customer Information Form, Business/Small Business CIF, OBSCA, OBSMA, OBA, or EEBA;
  - 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**”).

**Device** means any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM Card, or tablet (which may or may not incorporate a SIM Card), provided by Us for use in connection with the services.

**Mobile Manager Platform** means the online portal Customers use to access billing information, generate reports, update services, amend SIM and eSIM, request PAC, STAC and disconnections, and order Devices and accessories online. Users who have full administrator rights to Mobile Manager (“**Top Level Administrator**”) will be able to enable and disable service features (“**Additional Features**”) and may edit other user profiles to allow those users to use the Additional Features.

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

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

### ACCEPTANCE OF TERMS OF 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 which can be found at: <https://mobilemanager.ee.co.uk>.

By using Mobile Manager, you agree to be bound by these terms of use. These terms of use govern the use of Mobile Manager as a service tool and not EE’s or BT’s supply of products and services to you. Any products and services available through Mobile Manager are covered by separate terms and conditions and charges. Orders for any products or services placed via Mobile Manager will be subject to the appropriate terms and conditions.

By enabling service features in Mobile Manager, you agree that those enabled services may incur additional charges.

Nothing within Mobile Manager (including, but not limited to, any information placed, or statement made by EE or BT on Mobile Manager) will vary the terms and conditions of your existing Agreement(s) upon which EE or BT supplies you with products and services.

These terms of use are applicable to all users of Mobile Manager on an EE Agreement and BT Customers that purchase EE Mobile on a BT Agreement.

Please read these terms of use carefully before you start to use Mobile Manager. By registering for or using Mobile Manager it will be deemed by us that you accept these terms of use. If you do not agree to these terms of use, you should not proceed with registration or continue to use Mobile Manager.

These terms of use are a legal document detailing your rights and obligations as a Mobile Manager Customer and Our obligations as a service provider. In case of conflict between these terms of use and your EE Agreement or BT Agreement, these terms of use prevail in respect of access to Mobile Manager.

The terms of your Agreement will apply to any orders placed via Mobile Manager and in the event of any conflict (except in respect of access to Mobile Manager), the terms of your Agreement will prevail.

We may immediately terminate your access to Mobile Manager and/or Online Ordering (together the **Mobile Manager Portal 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).

## ACCESS AND SECURITY

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

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

You are responsible for the security and proper use of all user IDs and passwords used in connection with Mobile Manager (including changing passwords on a regular basis) and will take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. You will ensure that users will not share their IDs and passwords with any other user, including authorised users.

You are responsible for ensuring that the Top Level Administrator only provides authorised users with access to the Additional Features and Online Ordering.

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.

We will only process requests that have complied with all relevant security checks. You will ensure that all instructions provided to Us are accurate prior to being sent.

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

You will not use Mobile Manager:

- a) to disseminate, upload or download any nuisance, abusive, offensive, indecent, obscene, menacing, unlawful, libellous, defamatory or otherwise objectionable material;
- b) to transmit material that encourages a criminal offence to be committed;
- c) fraudulently or in connection with a criminal offence under the laws of any country where Mobile Manager may be accessed;
- d) to gain unauthorised access to other computing systems;

- e) to cause annoyance, inconvenience or needless anxiety;
- f) to send or provide or receive unsolicited advertising or promotional material;
- g) in contravention of any instructions provided by Us; or
- h) other than in accordance with the acceptable use policies of any connected networks and the Internet Standards.

We may suspend or cancel your registration if We reasonably believe that you have breached any of your obligations under this usage section. So far as may be permitted by relevant law or regulation, it is agreed that We will have no liability and you will make no claim in respect of any use of Mobile Manager which is contrary to these terms of use including any use by anyone who is no longer authorised to use Mobile Manager.

Mobile Manager cannot be used to disable any bars placed on Devices by EE.

## **SUPPORT**

We will provide support for Mobile Manager 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 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 and which would be regarded as confidential by a reasonable business person.

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

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

Disclosure of Confidential Information is permitted:

- a) by each party to its employees, officers, representatives, advisers, contractors and suppliers who need to know the information for the purposes of the performance of these terms of use provided always that the disclosing party ensures the recipients comply with this section (Confidentiality);
- b) as may be required by law, court order or any governmental or regulatory authority;
- c) 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;
- d) by Us as may be permitted pursuant to applicable laws and regulations relating to the processing of personal data and privacy;
- e) with the consent of the disclosing party;
- f) to the extent that information has come into the public domain through no fault of the receiving party; and/or
- g) 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 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.

Your transactions performed and recorded in Mobile Manager will be monitored by Us and/or BT (if you purchase 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, and any material published within 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 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 Mobile Manager 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 must always be acknowledged.

If you print off, copy or download any part of Mobile Manager in breach of these terms of use, your right to use Mobile Manager 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 you warrant and represent that it is owned by you, or you are authorised to distribute it through Mobile Manager. 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 UPDATES**

We aim to update Mobile Manager 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 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, or close it indefinitely.

## **YOUR LIABILITY**

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

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

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

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 of use but except as stated below "Your Liability", is limited to payment of all outstanding charges due in accordance with the provisions of these terms of use.

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 and any action you carry out or decisions you take on the basis of data or information you obtain from or via Mobile Manager is carried out entirely at your own risk. The material displayed on Mobile Manager 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 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.

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 Portal to you because of any factor beyond Our control. We will 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 the 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:

- a) 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 or in connection with the use, inability to use, or results of the use of Mobile Manager, any websites linked to it and any materials posted on it;
- b) loss of income or revenue;
- c) loss of business;
- d) loss of profits or contracts;
- e) loss of anticipated savings;
- f) loss of data;
- g) loss of goodwill; and
- h) 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 of use 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 services.

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

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

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

By using Mobile Manager you consent to the 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 Mobile Manager. If you purchase EE Mobile on a BT Agreement) 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 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, the server on which Mobile Manager is stored or any server, computer or database connected to Mobile Manager; and
- c) attack Mobile Manager 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 the 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 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 or to your downloading of any material posted on it, or on any website linked to it.

## **LINKS FROM MOBILE MANAGER**

Mobile Manager 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 although We may 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) will 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. By continuing to use Mobile Manager 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 will 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.

You are required to reduce your paper bill to a single page VAT invoice. We may apply a charge for using Mobile Manager, if you wish to receive more than a single page VAT invoice.

## **YOUR CONCERNS**

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

Any contact with the Mobile Manager Portal 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 who access Online Ordering.

#### **ORDER PROCESS**

The information displayed on Online Ordering, including charges, do 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 will constitute an offer by you to purchase the goods and/or services selected. Acceptance of your order will 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 may 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. We will only accept your order 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 may 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. 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 that 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 BT Agreement). 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 is accepted.

The pricing for handsets stated on Online Ordering unless otherwise stated, will be the pricing applicable to your Agreement 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 charges 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 charge that does not accord with your Agreement, will not constitute a variation of your Agreement or a waiver of either party's rights, and either party will be entitled to have the mistake corrected.

Charges may apply for redelivery if an order cannot be delivered because you are unable to take delivery.

All charges 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. You may not withdraw your order once placed and accepted.

## GENERAL

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

EE or BT will not be liable to any person for any loss or damage that may arise from the use of any information contained in any of the materials on Online Ordering. EE and BT will try to update Online Ordering as frequently as possible. You will 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.

You will not resell, transfer or otherwise distribute any Devices/SIMs. EE and BT may restrict purchases through Online Ordering.

The terms of your Agreement will prevail, and EE and BT may 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, the terms will be provided with the Equipment (for example, included in the box). Unless otherwise stated in the terms and conditions, use of the Equipment will be deemed to be acceptance of such terms and conditions.