

# TERMS OF USE FOR MOBILITY MANAGER PORTAL

## 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;
- the EE or Orange Pay Monthly Terms, a copy of which can be found at the back of your EE or Orange phone user guide and at <http://www.EE.co.uk/terms>;
- 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; or

b) the contract entered into between British Telecommunications PLC (“**BT**”) and you and detailed in your business contract with BT.

**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 EE for use in connection with the Services.

**General Terms** means the general terms applicable to all users of the Mobility Manager Portal.

Mobility Manager Portal means the online portal which is used by Customers to access billing information, generate reports, enable and disable service features and order Devices and accessories online.

**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 (Webshop) within the Mobility Manager Portal.

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

## 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 the Mobility Manager Portal which can be found at: <https://mobilitymanager.ee.co.uk>.

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

Nothing within the Mobility Manager Portal (including, but not limited to, any information placed or statement made by EE or BT on the Portal) 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 the Mobility Manager Portal including EE and Orange Customers and BT Customers that purchase EE Mobile on a BT contract.

Please read these terms of use carefully before you start to use the Mobility Manager Portal. By registering for or using the Mobility Manager Portal it will be deemed by EE 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 the Mobility Manager Portal.

These terms of use are a legal document detailing your rights and obligations as a Mobility Manager Portal 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 use prevail in respect of access to the Mobility Manager Portal.

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

We may immediately terminate your access to the Mobility Manager Portal and/or online ordering (together the **Mobility Manager Portal services**) if you breach or compromise these terms of use

## **INFORMATION ABOUT US**

<https://mobilitymanager.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 Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW.

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

## **ACCESS AND SECURITY**

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

We may restrict access to the Mobility Manager Portal 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 the Mobility Manager Portal (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 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 the Mobility Manager Portal, 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.

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 the Mobility Manager Portal. 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 THE MOBILITY MANAGER PORTAL**

You will not use the Mobility Manager Portal:

- 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 the Mobility Manager Portal 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 believes 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 the Mobility Manager Portal which is contrary to these terms of use including any use by anyone who is no longer authorised to use the Mobility Manager Portal.

### **SUPPORT**

We will provide support for the Mobility Manager Portal between the hours of 9am and 5pm (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 Mobility Manager Portal 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 shall be kept as such.

Except as set out below, all Confidential Information shall be used solely in conjunction with the Mobility Manager Portal.

Disclosure of Confidential Information is permitted:

- a) 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);
- 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 agreement for network services with Us or with BT if you take EE Mobile on a BT contract, 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 agreement for network services with Us or with BT if you take EE Mobile on a BT contract.

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

Your transactions performed and recorded in the Mobility Manager Portal will be monitored by Us and/or BT if you take EE Mobile on a BT contract 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 the Mobility Manager Portal, 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 the Mobility Manager Portal 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 Mobility Manager Portal 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 the Mobility Manager Portal must always be acknowledged.

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

## **MOBILITY MANAGER PORTAL UPDATES**

We aim to update the Mobility Manager Portal regularly, and may change the content at any time. We will try to ensure the content on the Mobility Manager Portal 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 the Mobility Manager Portal, 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 the Mobility Manager Portal or any transaction relating to or from it.

You are responsible for checking all records of transaction and invoices recorded in the Mobility Manager Portal.

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

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 the Mobility Manager Portal 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 the Mobility Manager Portal.

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 Mobility Manager 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:

- 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 the Mobility Manager Portal or in connection with the use, inability to use, or results of the use of the Mobility Manager Portal, 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 the Mobility Manager Portal services.

### **INFORMATION ABOUT YOU AND YOUR VISITS TO THE MOBILITY MANAGER PORTAL**

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, Orange, T-Mobile and BT Customers which use the Mobility Manager Portal.

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

By using the Mobility Manager Portal, 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 Mobility Manager solution. 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 the Mobility Manager Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- b) attempt to gain unauthorised access to the Mobility Manager Portal, the server on which the Mobility Manager Portal is stored or any server, computer or database connected to the Mobility Manager Portal; and
- c) attack the Mobility Manager Portal 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 the Mobility Manager Portal 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 the Mobility Manager Portal or to your downloading of any material posted on it, or on any website linked to it.

### **LINKS FROM THE MOBILITY MANAGER PORTAL**

The Mobility Manager Portal 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 such links does not imply any endorsement by Us of such 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 the Mobility Manager Portal 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 the Mobility Manager Portal. By continuing to use the Mobility Manager Portal you are deemed to have accepted such 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 entered into an agreement with BT that incorporates the EE Mobile Schedule.

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

Any reference to OBM in other EE contractual documentation will now mean the Mobility Manager Portal.

## **YOUR CONCERNS**

If you have any concerns about material which appears on the Mobility Manager Portal, please call the mobility manager support team on 0800 079 0319.

Any contact with the mobility manager 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 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 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 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.

All Devices will be supplied pre connected to the network.

## **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 will 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 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, 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.

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 which 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, 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.