

Your Agreement – In Your Pocket

This Agreement sets out both of our rights and responsibilities. It is for customers who take services from us for their own personal use.

HERE IS A SUMMARY OF SOME IMPORTANT TERMS AND CONDITIONS OF YOUR AGREEMENT

The full terms of your Agreement are below. You can also read the terms on the Website <http://www.inyourpocket.net>. It's important that you read and understand the full terms before you sign up.

Your Tariff

Here are the details of your tariff with us for '**RealSAM - In Your Pocket Mobile Device**':

Data: your plan includes a set amount of data per month as specified

Phone: Unlimited UK phone calls and texts (when available)

Minimum Period: 24 months

Price: In Your Pocket and the Mobile Service provided by O2 can be purchased in a single payment, or with a monthly payment, for a 24 month contract. The pricing assumes that you are eligible and claim the VAT relief on the basis of disability.

Equipment included in price: Mobile handset with RealSAM software pre-loaded, charging cable and lanyard.

We reserve the right to carry out index-linked increases in our rates from time to time to reflect change in our cost of doing business.

1. You must pay the Charges for the Services you subscribe to and use every month by the date on your bill. We may charge fees if you're late in paying. You have to pay by direct debit from your credit card or bank account. Your inclusive allowances cover standard mainland UK calls, texts and data. Special numbers and services (such as premium rate numbers and some 08 numbers) are not included. We reserve the right to block certain premium numbers to ensure that your usage remains inside your monthly allowance. Details are in paragraph 5 of the Agreement.

2. The Change-Your-Mind Period – If you change your mind about certain Equipment you've bought from us, you may be entitled to return items once and exchange them for another within the 14 day Change-Your-Mind Period. Details are available on the Website, or in paragraphs 10, 12 and 13 of the Agreement. You can check the Website. You agree that Services will begin immediately if you already have a SIM Card or when you receive a SIM Card. You'll have to pay for any calls, texts, data and other charges you've incurred, including during the Change-Your-Mind Period.

3. Your Minimum Period – Your Pay Monthly Mobile Agreement has a minimum term called a Minimum Period. After that Minimum Period, you can end the Agreement by giving us 30 days' Notice and you will have to pay Charges during this notice period. Unless specified otherwise, if you want to end the Agreement during the Minimum Period or we end this Agreement as a result of your material breach, then you will have to pay a fee of no more than your Monthly Subscription Charges multiplied by the number of months left in your Minimum Period. Details are in paragraph 8 of the Agreement.

4. The Services and Equipment we supply and what you can expect of us – Our Services aren't available everywhere in the UK. The Services are not fault free and speed and quality, for example, can be affected by things like the thickness of the walls of the building you're in, atmospheric conditions, technical issues with the Network and the number of people near you trying to access the Services at the same time. We use reasonable skill and care to ensure that O2 will provide you with the Services and will attempt to re-perform disrupted Services when possible. Details are in paragraph 2 of the Agreement.

Equipment we supply will accord with the manufacturer's description and packaging but digital Content (such as apps or software) preloaded on such Equipment will often contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods. Always keep your Content up to date. You have the right to reject defective Equipment within the periods of time set out on our Website.

It is important for you to note that we are not selling you the Equipment under this Agreement, instead we are lending it to you for your own personal use during the term of this Agreement, and it must be returned at the end of the Agreement. You must take good care of the Equipment when it is in your possession.

5. We may run your details through a credit check before we can supply the phone/service to you. We do this by consulting credit reference agencies.

6. What we expect of you – We may end the Agreement if: you don't pay any Charges that are due or if you're bankrupt. We can also end the Agreement if we reasonably believe the Service is being used: fraudulently, illegally, in a way that harms our Network, contrary to our Fair Use Policy, or to cause annoyance (among other things).

7. How we use your information – We will collect information about how you use our Services and third party services you use in conjunction with our Services, including for example your location and account activity, to enhance your overall experience with us and make it more relevant to you. We may use and analyse your personal details to help us run your Service(s) and account, including for credit checking and fraud prevention. We may share and combine that data and your information with Real Thing, RNIB and O2, to enable them to provide the Service, and also with the partners, companies and agencies listed at clause 21.1 of this Agreement. Your information is treated in accordance with our Privacy Policy, which can be viewed on the Website.

Your Mobile Agreement in Full

Your Mobile Agreement with us (this "Agreement") is made up of different parts. You have:

a "Services Agreement" which is about how you access our Network and other Services;

an "Equipment Agreement" that covers the Mobile Phone or other Equipment we supply you when you sign up for our Services;

some general legal terms and conditions that apply which we call the "General Terms"; and

our latest "Privacy Policy" that sets out how we collect and use your personal information, which can be viewed on the Website.

We've defined some of the words in this Agreement to make it easier to read and understand. These are set out at the end of this Agreement.

I – Services Agreement

1.1 These are the terms and conditions on which we supply Services to you.

1.2 The Services provided hereunder are supplied by RealSAM, Real Thing, RNIB, and O2, using the O2 Network and related systems and infrastructure. For the avoidance of doubt, all rights available to RealSAM pursuant to these terms and conditions are also available to be exercised by O2 and vice versa.

2. The Services we supply and what you can expect of us

2.1 The Service isn't available everywhere in the United Kingdom. It isn't available in all other countries. It may be restricted to certain areas of those countries where it is available. Only specific Equipment supplied by us for receiving and using the Services will be able to receive the Service. We may not provide the Service to Equipment that is not able to receive the Service or is not approved by us. Some Equipment facilities may be available at a later date and additional charges may apply.

2.2 The Service isn't fault-free; a range of different geographic, topographic and/or atmospheric or other conditions (such as physical or electromagnetic interference) or circumstances beyond our control can impair it. For instance, coverage is affected by things like the thickness or material of the walls of the building you're in. It might also depend on how many people near you are trying to use the Service at the same time. For more information about the things that affect coverage and data speeds, please look at the dedicated Network pages of the Website. You're entitled to the quality of service generally given by a competent mobile telecommunications service provider (being O2, as the ultimate provider of the Services), using its reasonable skill and care. O2 will attempt to re-perform disrupted Services when possible. O2 may direct and manage traffic on the Network as is required to deliver this quality of service, including in some circumstances directing traffic onto different components of the Network such as 3G, 4G and wifi. You can disable wifi in the settings on the Equipment if you do not wish to use that part of the Network. O2 may also carry out upgrades, repairs and maintenance works to the Network from time to time. Sometimes technical issues, impaired quality of service or outages on the Network can occur. If something goes wrong, O2 will try to fix it quickly.

2.3 O2 will allocate you a number for use of your Mobile Phone or certain other Equipment on the Network. The number does not belong to you and may be transferred to another service provider only in certain circumstances. The details are available on the Website and from Customer Services.

2.4 O2 may record or monitor some calls, emails and any other communications between you and us or O2 (including those for example

on social media) for training and quality control and ours and O2's lawful business purposes. Ours and O2's third party agents may do the same.

2.5 The Service enables access to Content which may be chargeable. Content is for your sole use and you may use Content only in a way that doesn't infringe the Rights of others (we call this "Approved Use"). You must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than for an Approved Use.

2.6 We may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time.

2.7 You're solely responsible for assessing the accuracy and completeness of Content and the value, age-appropriateness and integrity of goods and services offered by third parties over our Service including if you pay for that Content, or those goods or services using our Service(s). Unless otherwise specified, we will not be responsible for, any transaction for third party goods and services, unless we're negligent.

2.8 You must give us your current email address and postal address for the purposes of billing and receiving Notices and other communications from us. You cannot provide us with addresses for businesses or organisations. You must keep this address up-to-date and/or tell us immediately if there are any changes to it. You're responsible for making sure your email address works and you'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we're negligent. If you want to update the email address we have for you, please contact us.

2.9 To assist you in managing the cost of this service, we reserve the right to block you from calling certain premium rate and other numbers that are outside of your monthly allowance. There is no guarantee that these services will be blocked, and you will be charged for usage of these services in line with this agreement.

3. How long this Agreement lasts

3.1 This Agreement starts when we accept your application or on the day your SIM Card is dispatched.

3.2 At the end of any Minimum Period this Agreement will continue until it's ended by you or us in line with paragraph 8.2 below. This Agreement

may end before the end of any Minimum Period if you or we end it in line with paragraphs 5 or 8 or under any Related Agreement.

4. Things we may have to do

4.1 Occasionally we or O2 may have to:

(a) change your Mobile Phone number, or any other name, code or number, or the SIM Card associated with the Service. This might be if we or O2 are asked to do so by a government or regulatory body or if we reasonably believe that the change will make your use of the Service better. We'll give you reasonable notice before we make this type of change;

(b) temporarily suspend the Service (or any part of it) including (but not limited to) for operational reasons, in an emergency, as a result of technical failures of the Network or for reasons of security. This might be if we or O2 are asked to do so by a government or regulatory body. For the avoidance of doubt, we or O2 shall have no liability in relation to such suspension. We or O2 shall use reasonable endeavours to restore the Service(s) suspended as soon as reasonably practicable; or

(c) bar access to certain numbers or Equipment from the Service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we, O2 or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Equipment and/or the Service.

4.2 You shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from the circumstances described in paragraph 4.1(b).

4.3 We or O2 may migrate your account from one billing platform to another. If we do, and the migration will affect your service in any way, we'll give you notice. If you are migrated, your billing date may change.

5. Charges for our Services

5.1 Detailed charging information can be found on the Website and in the summary above.

5.2. You must pay the Charges on your monthly bill by the date stated on your bill. For any overdue payments we may charge interest at 4% per annum above the base rate of the Bank of England. That interest will be calculated from the due date until the date of payment and on a daily basis. We reserve the right to charge a late payment fee for our

reasonable administration costs which result from late or non-payment of Charges.

5.3 We can't set usage limits on your account. We or O2 will try to monitor usage of the Service through your account to control our credit risk and your exposure to fraudulent usage or unintended Charges caused by your usage, but we can't guarantee this and we are not responsible or liable for any such fraudulent usage. If we see usage on your account that causes us concern, we might restrict use of the Service on your SIM Card and/or bar your SIM Card. You'll need to contact us before you can use any of the chargeable aspects of the Service again. You may also have to make an interim payment before the Service can be restored.

5.4 If we or O2 see an unusual pattern of payments or behaviour on your account that causes us concern and/or in order to comply with our anti-money laundering obligations, we might restrict use of the Service on your SIM Card and/or your ability to make payments. You'll need to contact us before you can continue to use our Services or make payments as normal.

5.5 You should keep your SIM Card safe even if you're not using it. You're liable for all Charges incurred under this Agreement whether by you or anyone else using your SIM Card (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.

5.6 We require you to pay your Charges by direct debit.

5.7 Some Equipment is locked to the Network. If Equipment is exclusive to us, we may never offer an unlocking service for it except as otherwise provided in your Device Plan with us. If we do unlock your Equipment, we may charge you for this service and you will still be responsible for any Charges on your SIM Card including for the remainder of any Minimum Period and for any outstanding balance on a Device Plan. You can get details of which Equipment can be unlocked and the Charges by calling Customer Services or checking the Website.

5.8 Unless we say otherwise, Charges which are normally monthly but are being measured for periods of less than a month will be calculated on a pro rata basis.

5.9 Where we charge for call (for example for calls made during the Change-Your-Mind Period, where you have chosen to return your device), each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding

rules (if the last digit is a 4 or lower we'll round down, otherwise we'll round up). If applicable, VAT (at the prevailing rate) is then added to the total of all Charges on your bill, with the VAT part of the charge being rounded down to the nearest penny.

6. What we expect of you

6.1 You must use the Equipment, SIM Card(s) and the Service in the way described in any User Guides, or other instructions issued by us and in a responsible manner. You must use suitable Equipment or equipment for the Services you're trying to use. If you are a parent or guardian, you are responsible for the use of the Equipment and the Service by a child or young person in your care.

6.2 You agree:

- (a) to give us any information you provide us or we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date;
- (b) comply with any reasonable instructions from us and with any health and safety, security, use of Network and fair usage policies as may be implemented and/or amended from time to time relating to the use of the Services, and/or Equipment;
- (c) to take adequate steps to avoid damage to the SIM Card or unauthorised use or theft of the SIM Card;
- (d) that the SIM Card will at all times remain our property and you are not entitled to resell or distribute the SIM Card or the Service to anyone else;
- (e) that you hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment;
- (f) that we sometimes may need to send security information to your SIM Card by text message (like checking you are who you say you are when you sign up online for one of our or a third party's Additional Services) or to allow access to some security features directly from your Mobile Phone/Equipment and that you need to make sure that nobody else can use your SIM Card to access this kind of security information;
- (g) to tell Customer Services as soon as possible by telephone or through the Website if:
 - (i) the Service(s), SIM Card or your Equipment is lost, stolen, damaged or destroyed or likely to be used in an illegal, improper or unauthorised manner;
 - (ii) if you experience an unplanned interruption in, or reduction in quality of, the Service(s); or
 - (iii) if you receive any notice or claim that your use of the Service(s) and/or Equipment has infringed the Rights of a third party.

- (h) to comply at all times with the RealSAM Software terms and conditions set out at Appendix 1 to this Agreement;
- (i) to cooperate with us in our reasonable security checks; and
- (j) to comply will all applicable laws and regulatory provisions.

6.3 You must not use or permit anyone else to use the Service and/or Equipment:

- (a) fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;
- (b) in a way that contravenes any Third Party's rights or any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
- (c) to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful;
- (d) in a manner which damages the reputation of us, O2 or our respective suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or Equipment (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services and/or Equipment to other customers;
- (e) to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003; or
- (f) to generate Artificially Inflated Traffic or in a way which may harm the Network and/or affect the experience of other customers.

6.4 You agree that you are procuring the Services solely for your own use and that you will not re-sell or otherwise act as any form of distributor in respect of the Services.

6.5 You shall provide us with any and all information and/or assistance that we may require in order to perform the Services. You shall ensure the information is complete and accurate. We shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of your failure to provide us with the required information and/or assistance. You shall reimburse us for any administrative charges that we incur as a result of information that we receive in accordance with this clause 6.5 that is incomplete or inaccurate.

6.6 You acknowledge that some of the Services enable access to the Internet and that use of the Internet is solely at your risk and subject to all applicable laws. We have no responsibility for any information,

software, services, goods or other materials obtained by you using the Internet.

6.7 You must not establish, install or use a Gateway Device or SIM Box without our prior written consent (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls, using large volumes of data or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.

6.8 You must tell us immediately by contacting Customer Services if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained about. If we ask you to, you must confirm the details of the claim(s) in writing.

6.9 You agree that you are taking the SIM Card(s), Equipment and the Service solely for your own personal use and you are not allowed to re-sell our Services or let anyone else use the Services without our express permission.

6.10 The Service includes access to content from RNIB including the RNIB Library and RNIB Newsagent. By using the Service you declare that you are eligible to join and use the RNIB Library Service due to being blind; or partially sighted; or having an impairment that prevents or limits you from reading standard print. You agree that books borrowed from these services remain the property of RNIB and should be returned after reading or listening. You warrant that you will only use the Service for personal use and will not distribute, permanently store electronic copies, broadcast or publicly perform audio content, borrowed from RNIB.

7. When we might bar or disconnect your SIM Card

7.1 We can, at our discretion and without notice, bar your SIM Card from making calls (other than to the emergency services), sending messages or accessing data and/or disconnect it from the Network:

- (a) if you do not comply with your obligations under paragraph 6 or any of the events set out in paragraph 8.1 occur;
- (b) if the SIM Card is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your SIM Card;
- (c) if you are abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or

(d) if you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect the Network or ours or O2's reputation.

7.2 You may have to pay an unbarring charge and, if relevant, a reconnection charge if the Service is temporarily barred and/or your SIM Card is disconnected from the Network for the reasons stated above.

7.3 If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended under paragraph 8.

8. Ending the Agreement

8.1 As well as any other rights we have, we can end the Agreement and/or a Related Agreement at any time, with immediate effect if:

(a) you don't pay Charges when they are due. This includes any deposit we've asked for;

(b) you break this Agreement and/or a Related Agreement in any other material way and you don't correct the situation within 7 days of us asking you to;

(c) we reasonably believe that the Service is being used in a way forbidden by paragraph 6, even if you don't know that the Service is being used in such a way;

(d) you're in breach of paragraphs 6.3 (a)-(f) or you persistently behave in a way that would allow us to bar your SIM Card in accordance with paragraph 7 of this Agreement;

(e) we reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;

(f) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or

(g) you refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.

8.2 This Agreement can be ended by either you or by us giving at least 30 days' Notice (in line with paragraph 19). Unless your statutory rights allow otherwise, you must pay us any outstanding Charges, including the Charges for this notice period.

8.3 Unless otherwise specified, if you end this Agreement during any Minimum Period or we end this Agreement under paragraph 8.1(a)-(e) and (g), you must pay us a fee of no more than each of the Monthly Subscription Charges up to the end of the Minimum Period. If you pay us the fee of no more than each of the Monthly Subscription Charges up to

the end of that Minimum Period in a single payment, we may reduce the amount due by a rate determined by us. This doesn't apply if you end the Agreement for the one of reasons in paragraph 8.4 below.

8.4 You can end this Agreement by giving us Notice (in line with paragraph 19 if:

(a) we break a material term of this Agreement which completely restricts our ability to provide you with the Service and we don't correct it within 7 days of receiving your complaint;

(b) we go into liquidation or a receiver or administrator is appointed over our assets;

(c) we increase our Charges in a way that would allow you to end the Agreement under the terms of this Agreement or

(d) we change the terms of this Agreement to your significant disadvantage (which for the avoidance of doubt shall not include an increase in Charges for Additional Services, or an increase in Charges as permitted under the terms of this Agreement.

8.5 If you end this Agreement and have a credit on your final bill, please contact Customer Services and we'll arrange to have this refunded to you.

9. Important – your right to change your mind about the Service Agreement and Equipment

9.1 Unless we've said otherwise and if you purchased your Service directly from us (rather than one of our distributors), you can cancel this Service Agreement before the end of the 14 day Change-Your-Mind Period from the day after you receive your SIM Card. This is in addition to any statutory rights you may have. It applies as long as you give us notice within this period either by returning your SIM Card to any O2 shop or by calling Customer Services. Check the Website or call Customer Services for details of our Change-Your-Mind Period.

9.2 If you are cancelling under paragraph 9.1 you must return any Equipment that we supplied you as part of this Agreement, undamaged, unlocked (i.e. free of security or software locks) with proof of purchase, in the original packaging and complete with all the original parts, within the Change-Your-Mind Period. You must return it through the methods described in our repair and returns policy. You'll be charged for Non>Returns.

9.3 Your Services may begin immediately if you already have a SIM Card or will begin when you receive a SIM Card. You can use the Service during the Change-Your-Mind Period, but you will have to pay for

the cost of any Charges incurred (including a daily rate to cover your Monthly Subscription Charges for the appropriate number of days you have the Service, calls, texts or data, third party services as well as roaming or other usage that may take longer to be billed).

9.4 Subject to paragraph 11 below, if you cancel this Service Agreement during your 14 day Change-Your-Mind Period, any Equipment Agreement that you agreed to at the same time for the supply of any Equipment will also be cancelled. You must pay the postage costs of returning the Equipment with all original parts and the original packaging. We may charge you the reasonable costs that we incur in collecting it which may be substantial. You must make the Equipment available for collection on our request. In line with paragraph 9.2, you'll be charged for Non>Returns.

9.5 You have the right to reject defective Equipment within a reasonable period as set out on the Website. Once you return the original Equipment to us and are satisfied as to the nature of the defect, we will send you replacement Equipment at no charge. If no defect is found in the Equipment you send to us, it will be returned to you and we reserve the right to charge you reasonable postage and handling fees. Nothing in this paragraph 9 affects your statutory rights.

II – The Equipment Agreement

10. These are the terms and conditions on which we (rather than one of our distributors) supply Equipment to you.

11. Your Equipment

11.1 We're supplying Equipment to you because you've agreed to enter into the Services Agreement and to receive the Services for a Minimum Period. Because you've agreed to subscribe to our Services, we may supply the Equipment to you for no charge or for a charge that includes a large reduction on its normal cost. If you cancel the Services Agreement under paragraph 9, this Equipment Agreement will also be cancelled.

11.2 Any Equipment that we deliver to you or that you collect is your responsibility once it is collected by you or delivered to you. However, you acknowledge that you will:

- a) only use the Equipment for the purposes of receiving or using the Services in accordance with this Agreement;
- b) comply with any instructions from us from time to time in respect of the Equipment (including in relation to the return of any Equipment);

- c) not have the Equipment repaired or serviced except as authorised by us;
- d) not sell the Equipment; and
- e) not create or allow any charges, liens, pledges or other encumbrances to be created over the Equipment.

This does not affect our rights to carry out any of the actions set out in paragraph 7.

11.3 If your Equipment or SIM Card is defective, not in accordance with any description given to you by us, not reasonably fit for purpose, or it develops a fault, you'll be able to return it for repair and, if appropriate, replacement or refund if you follow our repair and returns policy. If you do not return Equipment you claim is defective, so that we can satisfy ourselves as to the defect, or your Equipment is found not to be defective, or the defect is caused by something outlined in paragraph 11.4 below, you'll be charged for Non>Returns. Digital Content (such as apps or software) preloaded on such Equipment will often contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods. This doesn't affect your statutory rights.

11.4 Our (or O2's) obligations set out in paragraph 11.3 shall not apply in the event that you have altered, disassembled or otherwise damaged the Equipment or used it for a purpose or in a context other than in accordance with our, O2's or the manufacturer's instructions and advice.

11.5 Please look on the Website or contact Customer Services for details. You should call us as soon as possible if any of the circumstances above apply to you to make sure that you are able to exercise any rights you have. Alternatively, if you experience any difficulties with your Equipment within your warranty period, you can contact us for replacement or repair. This doesn't affect your statutory rights.

11.6 You are responsible for ensuring that your Equipment has the necessary software updates and installations required in order to access the Services (to the extent you are allowed to do so by the Equipment's software). You must follow the instructions we provide to you about accessing your Services through your Equipment.

11.7 Our acceptance of an order is subject to availability and we may reject any order without any liability to you. In the event that we accept an order, that order will be processed accordingly. Any order, once accepted by us, may not be revoked by you.

11.8 We reserve the right to add to, substitute, or to discontinue any item of Equipment at any time. We do not guarantee the continuing availability of any particular item of Equipment.

12. When we might bar or disconnect your Equipment

12.1 We can, at our discretion and without notice, bar service to your Equipment supplied under this Agreement where, in our reasonable opinion, the Equipment is not being used in a manner which we would expect including but not limited to where the Equipment is:

a) used in conjunction with a SIM Card connected to a tariff other than one which the Customer has ordered under this Agreement;

b) used in conjunction with a SIM Card allocated to any other O2 customer's account;

c) used solely or predominantly on a roaming basis; or

d) (or the SIM Card supplied in conjunction with such Mobile Equipment is) not used on the Network within 45 days from the date of despatch by us, or during any other period of 30 consecutive days;

unless we have agreed otherwise.

12.2 At your expense, you shall return to us any Equipment that has been barred pursuant to clause 12.1 of this Equipment Agreement. In the event that you fail to return any such Equipment within two (2) weeks of written notice to do so, then you agree to pay RealSAM the price set out in the "Replacement" section of the Website from time to time for such Equipment.

12.3 You shall ensure that your Equipment is up to date with the latest available version of the manufacturer's software (to the extent you are allowed to do so by the Equipment's software). Any failure by you to ensure that the Equipment software is maintained on the latest version may result in performance issues which we shall not be liable for.

13. Important – your right to change your mind about the Equipment Agreement

13.1 Unless we've said otherwise, if you receive Equipment directly from us (rather than one of our distributors), you may return your Equipment to us once for a replacement or cancel the Equipment Agreement and Services Agreement within the 14 day Change-Your-Mind Period. This is

in addition to any statutory rights you may have. You must return it through the methods described in our repair and returns policy. Check the Website or call Customer Services for details of our repair and returns policy.

13.2 You must pay the postage costs of returning the Equipment with original parts and the original packaging to us. We may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request. If you are entitled to a replacement for your Equipment, you must return your original Equipment to us before we replace it, or if you are provided with a replacement before you have returned your original Equipment, you'll be charged for Non>Returns.

13.3 If you cancel your purchase of Equipment, you may still be liable to us for the Charges under your Service Agreement for the duration of any Minimum Period.

13.4 Nothing in paragraph 13 affects legal rights that you have.

III – General Terms and Conditions

14. These General terms and conditions are part of the Services Agreement and/or Equipment Agreement that you've agreed to.

15. Limitation of Liability

15.1 Unless specifically stated otherwise in any Relevant Agreement, we have no liability other than to ensure that O2 meets the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider and retailer. We don't accept liability for losses which haven't resulted naturally from our breach or which we could not have seen coming, or any loss of data, profits, business, revenue, costs, anticipated savings, expenses, goodwill, business interruption, from wasted expenditure or any loss or corruption of data or any other form of financial loss or for any indirect or consequential loss or damage whatsoever. We will provide you with compensation that you are entitled to in accordance with your legal rights.

15.2 You agree we have no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless we are negligent.

15.3 Nothing in this Agreement excludes or restricts the liability of either you or us for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation.

15.4 If we're found to be liable to you our liability will not exceed the total amount payable by you under this Agreement (except in either case under the paragraphs immediately above or below).

15.5 Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.

15.6 Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.

16. Loss or Damage to your Equipment

16.1 If the SIM Card or your Equipment is lost, stolen, damaged or destroyed you'll be responsible for any Charges incurred (except for in certain circumstances) until you've contacted us to tell us what's happened.

16.2 You'll be required to continue payments for the Charges relating to the Services Agreement even if your Equipment is stolen. This Agreement will continue until it's ended by you or us in line with paragraph 8.

17. Things beyond our reasonable control

17.1 Except for the obligations under paragraphs 5, 6, 7, 11.1, and 11.2 if either of us can't do what we've promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather (including storm or earthquake), fire, explosions, epidemics, war or national emergency, civil disorder, riots, lock-outs, strikes and other industrial disputes, acts of God, acts of terrorism, acts or omissions of others for whom we're not responsible (including other telecommunication providers), acts of local or central Government or other competent authorities, neither of us will be liable for this. You will inform us as soon as reasonably possible of any such event which prevents you from performing any of your obligations under this Agreement.

18 Assignment

18.1 You can't assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.

18.2 We can assign or transfer our rights and obligations under this Agreement or any part of it or a Related Agreement, on the same terms, to any third party.

19 Notices

19.1 If you want to end the Agreement for any of the reasons described in paragraph 8.2 or 8.4 (b), (c) and (d), you must call Customer Services and give us Notice of at least 30 days. If you want to end the Agreement under paragraph 8.4(a) you must give us written notice of at least 7 days.

19.2 Any other type of notice related to this Agreement must be:
(a) by you in writing and delivered by email, by hand or sent by pre-paid post, to us at the address on your bill or be delivered through the 'Contact Us' section of the Website. You'll need to tell us your full name, address, account number and Mobile Phone number when sending notice through Customer Services; and/or
(b) by us in writing by post or email to you at the most recent address you've given us (and you must keep us updated if your details change), or by SMS, In Your Pocket message system or bill communication, Website notification or other method of written notification which we may reasonably use to communicate with you.

20. Changes to the Agreement

20.1 We can make reasonable changes to this Agreement at any time. All changes will be posted on the Website. Please check regularly for updates.

20.2 If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we'll give you 30 days' Notice before the changes take place.

21. How we use your information

21.1 You authorise us, Real Thing, RNIB, O2 and carefully selected third parties (as set out within this clause 21.1) to use, assess, analyse and disclose, in the UK and abroad, information about you, your use of the Service(s) including, but not limited to, phone numbers and/or email addresses of calls, texts, data and other communications

("Communications") made and received by you and the date, duration, time and cost of such Communications, how you conduct your account and the location of your Equipment for the purposes of operating your account and providing you with the Service(s) and services provided by others; to improve our and our partners' products and services and develop new ones; to manage the Network; to help us run and grow our business; to keep you informed about the end of your Minimum Period or other details relevant to your Service; for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency, bank or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us.

21.2 If you want details of the credit reference or the fraud prevention agencies from whom we get, and with whom we record, information about you or you want to receive a copy of the information we hold about you, please write to the Data Protection Officer at RealSAM, 7 The Rookery, Orton Wistow, Peterborough PE2 6YT. You'll need to tell us your full name, address, account number and Mobile Phone number. For details on how we use your information please refer to our Privacy Policy and Cookies Policy on the Website.

21.3 Some Services provided by us, Real Thing, RNIB, O2, and third parties may require the disclosure of information about the location of your Equipment. You may be able to adjust settings on your Equipment to prevent certain location-based services. Please note we may pass information about the location of your Equipment to emergency services.

22. Is there anything else?

22.1 If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.

22.2 If you don't want your number to be shown on the phone of the person you're calling, dial 141 before their number. Otherwise the Network may show them your Mobile Phone number. Your number will be disclosed in relation to calls you make to emergency services.

22.3 If you want to complain about our Service, contact Customer Services (details are on your bill or on the Website). If you are still

unhappy you can request that Customer Services initiate an internal escalation process to further address your concerns.

22.4 If you tell us that your Equipment has been lost or stolen we have the right to prevent it and/or your SIM Card from being used on the Network. We may also tell other network operators the Equipment identity. They may choose to prevent the Equipment from being used on their networks too. You may be charged for any use of lost/stolen Equipment which is made in the period between the loss/theft and notification of that loss/theft to us.

22.5 Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.

22.6 Save as expressly set out in this Agreement, third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.

22.7 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to.

23. The Definitions

23.1 In this Agreement (including these General Terms):

"Agreement" means this agreement (which includes the Services Agreement, the Equipment Agreement, the General Terms, our Tariff Terms, our Privacy Policy and any other relevant terms specified on the Website). It also includes the details of your application for our Service;

"Approved Use" means use of Content in a way that doesn't infringe the Rights of others;

"Artificially Inflated Traffic" means calls, data or texts that result in patterns that are disproportionate to the overall type, amount, duration and/or extent of calls, data or texts which would be expected from good faith usage of the Network or Services;

"Charges" means all the charges associated with Service(s) described in this Agreement, or as otherwise notified to you by us from time to time;

"Change-Your-Mind Period" means the number of days you have to cancel your Agreement and/or return or swap your Equipment, which will

be 14 days unless otherwise specified. Further details are set out in the returns and repairs section of the Website;

"Communications" means calls, texts, data and other communications;

"Content" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time. Content may be chargeable;

"Customer Services" means RealSAM's customer services department which can be contacted at: Address: RealSAM LTD, 7 The Rookery, Orton Wistow, Peterborough PE2 6YT, Telephone: 0333 772 7708 (Monday to Friday).

"Equipment" means the Mobile Phone or other devices we supply to you under the Equipment Agreement;

"Financial Associate" means someone financially linked to you (for instance, a spouse, partner or family member);

"Gateway Device/SIM Box" means a device(s) containing one or more SIM Cards for one or more mobile networks and which enable(s) communications to mobile networks, landlines or to generate SMS texts;

"Internet" means the global data network comprising interconnected networks using the TCP/IP protocol suite;

"Minimum Period" means the period of 24 months from the day on which the Service is first supplied (or from the day on which you take an upgrade), representing the minimum period for the Service selected by you and on which your Charges are based;

"Mobile Phone" means a cellular telephone or other device that you put a SIM Card into to receive the Services;

"Monthly Subscription Charges" means the fixed amount you pay on a monthly basis for the Services (i.e. the standard mainland UK calls, texts and data included in your tariff);

"Network" means the mobile telecommunication system and wifi network run by O2;

"Non-Return" means Equipment which we do not receive back into the relevant sales channel (e.g. the location on the returns label), or Equipment which is damaged, locked or disabled by security

programmes or other software so that we are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

"Notice" means as further set out in paragraph 19, your call to give us notice to terminate in accordance with paragraph 19.1, or your letter or email to our Customer Services, as applicable; or our call, email, letter, SMS, bill, Website notification, or other notification to you;

"O2" means Telefónica UK Limited of 260 Bath Road, Slough SL1 4DX. Registered in England and Wales under Company number 1743099 and VAT number GB 778 6037 85. Authorised and regulated by the Financial Conduct Authority;

"Out-of-Bundle Charges" means Charges you will incur for our Services when you exceed the inclusive allowances you pay for as part of your Monthly Subscription Charges (i.e. standard mainland UK calls, texts and data in excess of your inclusive tariff allowance) and not including Additional Services;

"Real Thing" means Real Thing Entertainment Pty Ltd with its principal office at 40/135 Cardigan St, Carlton, VIC 3053, Australia, with Australian Company Number 121222624;

"Related Agreement(s)" means other terms and conditions which you separately agree to, under which we or our group companies agree to provide you with good(s) or service(s);

"Rights" means copyright, trade mark and other relevant proprietary and intellectual property rights relating to Content;

"RNIB" means RNIB Enterprises Limited with its principal office at 105 Judd Street, London, WC1H 9NE with company number 00887094 acting for itself and on behalf of RNIB group;

"Service(s)" means any service that we provide to you under this Agreement. It may include any or all (as the case may be) of the following services: interactive spoken dialogue, location, weather, airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data). For the avoidance of doubt, the Service(s) are supplied by Real Thing, RealSAM, RNIB, and O2, using the O2 Network and related systems and infrastructure;

"SIM Card" means the subscriber identification module card that you'll need to be able to use the Service;

"User Guide" means any guide(s) or documentation supplied with your Equipment either by us or by your Equipment's manufacturer that explains how to use the Service with your Equipment;

"Website" means the website at www.inyourpocket.net; In certain circumstances, it may refer to the O2 website: <https://www.o2.co.uk>

"We", "us", "our" or "RealSAM" means RealSAM LTD with its principal office at 7 The Rookery, Orton Wistow, Peterborough PE2 6YT, with company number 11029927; and

"You" means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority.

Appendix 1

RealSAM Software Terms and Conditions

The In Your Pocket product and service is powered by the RealSAM Software and service from Real Thing, and these terms and conditions apply to the use of these by you.

Here are the Terms and Conditions of Use for RealSAM. Although not particularly exciting, they are important and affect your legal rights, so please read them carefully. Get yourself a cup of tea, sit down, and let's get started...

Introductions

Thanks for choosing In Your Pocket, your accessible media device and service powered by RealSAM Software from Real Thing ("Real Thing", "we", "us", "our"). By using the RealSAM software, device, service, websites, or other software applications (together, the "RealSAM Service" or "Service"), you are entering into a binding contract.

In order to use the RealSAM Service, you need to have the power to enter a binding contract with us and are not barred from doing so under any applicable laws.

Changes to the Agreements

Occasionally we may, at our discretion, make changes to the RealSAM Service and Agreements. When we make changes to the Agreements that we consider material, we'll notify you. By continuing to use the Service after those changes are made, you are acknowledging your acceptance of the changes.

Licence and assignment

The RealSAM Service is the property of Real Thing or Real Thing's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of the Service and to receive the media content made available through the Service (the "Licence"). This Licence shall remain in effect until terminated by you or Real Thing.

The RealSAM software applications are licensed, not sold, to you, and Real Thing retains ownership of all copies of the RealSAM software

applications even after installation on your devices. Real Thing may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Real Thing and RealSAM trademarks, service marks, trade names, logos, domain names, and any other features of the Real Thing brand are the sole property of Real Thing. This Licence does not grant you any rights to use the Real Thing trademarks, service marks, trade names, logos, domain names, or any other features of the Real Thing or RealSAM brands, whether for commercial or non-commercial use.

You agree to abide by these Terms and Conditions of Use and not to use the RealSAM Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

You may not distribute the output speech of RealSAM in any manner, including, but not limited to, in the form of audio files, as a part of applications, materials and multimedia works or otherwise rent, resell, lease or lend to any third party.

Third party software libraries included in the RealSAM Service are licensed to you either under these Terms, or under the relevant third party software library's licence terms as published in the Licence and Policy section of our Help and Information guide, or on the RealSAM website.

Logging and your RealSAM Device

Your interactions with the RealSAM device and server, including audio recordings of your speech, may be captured in logs for the purpose of further developing and improving RealSAM. All interactions are anonymous, and will only be used for the purpose described herein.

You grant us the right to allow the RealSAM Service to use the processor, bandwidth and storage hardware on your device in order to facilitate the operation of the Service.

Content and Information

The materials, content and information within and made available through the RealSAM product are provided on an "as is" and "as available" basis without guarantees of any kind, either expressed or

implied. Real Thing does not guarantee that the content or information will be accurate, complete, reliable, current, uninterrupted or error-free. You are responsible for taking all precautions to protect yourself against any claim, damage, loss or hazard that may arise by virtue of your use of, or reliance upon, the RealSAM product.

Content provided through RealSAM may have restrictions on access, and you must meet these requirements before you can access this content. For example, you may need to be blind, have low vision or a print disability to access certain content. The details of the content available at any point in time are outlined on the RealSAM website.

No reference made in this product to any specific commercial product, process, website or service (or provider of such product, process or service) other than such products, processes, or services of Real Thing, shall constitute or imply an endorsement, recommendation or favouring by Real Thing.

RealSAM may cache content that you access on your RealSAM device. You may not transfer copies of cached content to any other device via any means.

User Guidelines

You must respect intellectual property rights. This means, for example, that the following is not permitted: (a) Copying, reproducing, “ripping”, recording, or making available to the public any part of the RealSAM Services or content delivered to you via the RealSAM Services, or otherwise any making use of the RealSAM Service which is not expressly permitted under these Terms; (b) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the RealSAM Services or any part thereof; (c) circumventing any technology used by Real Thing, its licensors, or any third party to protect content accessible through the Service; (d) renting or leasing of any part of the Services; (e) circumventing of any territorial restrictions applied by Real Thing; (f) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (g) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the RealSAM Service; (h) providing your password to any other person or using any other person’s user name or password.

Don't engage in any activity on the Service that (a) is offensive, abusive, defamatory, pornographic or obscene, religiously or racially offensive or otherwise promoting hate towards individuals or groups; (b) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property rights, privacy rights or proprietary rights of Real Thing or a third party; (c) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (d) interferes with the RealSAM Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Real Thing's computer systems or network, or breaches any of Real Thing's security or authentication measures, or (e) conflicts with the Agreement, as determined by Real Thing.

Technology limitations and modifications

Real Thing will make reasonable efforts to keep the RealSAM Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Real Thing reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the RealSAM Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the RealSAM Service or any function or feature thereof. You understand and agree that Real Thing has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

Term and termination

These Terms will continue to apply to you until terminated by either you or Real Thing. Real Thing may terminate the Terms or suspend your access to the RealSAM Service at any time, including in the event of your actual or suspected unauthorised use of the RealSAM Service or non-compliance with the Terms. If you or Real Thing terminate the Terms, or if Real Thing suspends your access to the RealSAM Service, you agree (a) to delete the RealSAM software, together with all copies, modifications and merged portions in any form; (b) that Real Thing shall have no liability or responsibility to you and Real Thing will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your RealSAM account, please contact the In Your Pocket Helpline.

Warranty

We endeavour to provide the best service we can, but you understand and agree that THE REALSAM SERVICE IS PROVIDED “AS IS”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE REALSAM SERVICE AT YOUR OWN RISK. REAL THING DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, Real Thing does not warrant, endorse, guarantee or assume responsibility for any Third Party content, or any other product or service advertised or offered by a third party on or through the RealSAM Service or any linked website, or featured in any banner or other advertising. You understand and agree that Real Thing is not responsible or liable for any transaction between you and third-party providers of Third Party content or products or services advertised on or through the RealSAM Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from Real Thing shall create any warranty on behalf of Real Thing in this regard.

Liability

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the RealSAM Service or the Third content is to stop using the RealSAM Service, or the Third Party content.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REAL THING, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE REALSAM SERVICE OR THIRD PARTY CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER REAL THING HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS

ESSENTIAL PURPOSE; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE REALSAM SERVICE OR THIRD PARTY CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO REAL THING DURING THE PRIOR THREE MONTHS IN QUESTION.

Entire agreement

These Agreements constitute all the terms and conditions agreed upon between you and Real Thing and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Real Thing are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Real Thing that are not contained in the Agreements.

Please note, however, that other aspects of your use of the RealSAM Service may be governed by additional agreements. That could include, for example, access to the RealSAM Service as a result of free or discounted Trials. You will agree to separate terms and conditions in those circumstances. Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms.

Severability, Waivers and Choice of Law

If any provision of the Terms is determined to be invalid or unenforceable, such a provision shall be deemed to be severable from the remainder of these Terms of Use and shall not cause the invalidity or unenforceability of the remainder of the Terms.

The waiver by Real Thing of a breach of any provision of the Terms shall not operate or be construed as a waiver of any other or any subsequent breach of the same or of a different kind.

These Agreements are subject to the law of the State of Victoria, Australia, without regard to choice or conflicts of law principles. Further, you and Real Thing agree to the exclusive jurisdiction of the state and

federal courts in Victoria, Australia to resolve any dispute, claim or controversy that arises in connection with these Agreements.

You have reached the end of our Terms and Conditions of Use. We hope you have fun using RealSAM.

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