

RCS Messaging on iPhone

Tesco Mobile Limited (“Tesco Mobile”) Terms and Conditions of Use

1. These terms are the terms and conditions of use for the RCS Messaging service for iPhone on Tesco Mobile (the “**Service**”) and by using the Service and/or continuing to use the Service. You confirm that you accept and will abide by these terms and any changes to these terms.
2. In these terms:
 - a. “**We**”, or “**Tesco Mobile**” means Tesco Mobile Limited of Shire Park, Welwyn Garden City, United Kingdom, AL7 1GA, United Kingdom registered in England and Wales under company number 04780736 and VAT number is GB815384524.
 - b. Tesco Mobile is authorised and regulated by the Financial Conduct Authority (Reference Number 723698); and
 - c. “**You**” or “**Your**” means you, the customer of the Service who is subject to these terms, which includes any person that we believe is acting with your authority.

The Service

3. The Service is provided by Tesco Mobile, and is a messaging service available for iPhone users running iOSv18.2 or later that allows Features over our mobile network or compatible Wifi connections including;
 - a. send and receive text messages, pictures, videos, locations, contacts and files;
 - b. have group conversations;
 - c. see who is currently typing and when a message has been sent, delivered and read;
 - d. send and receive rich communication with businesses without the need for another app.
4. The Service is only available over the internet (through our mobile network or any other internet connection), therefore, if You are not connected to the internet or if any communication cannot be sent using the Service, your phone will revert to SMS or MMS and You will be charged in accordance with your [airtime agreement] with us which may include being charged at our standard rates, see [Payments And Charges | Help | Tesco Mobile](#). Your contacts must also have a Rich Communication Services (“**RCS**”) compatible phone and operating system and have data enabled to receive any communications sent by You through the Service.
5. The Service could be affected by multiple factors not related to Tesco Mobile, such as the WiFi network that you’re connected to, your location, the type of phone used, the existence of specific restrictions in the network and/or country in which you are located, and even, your battery level.

Using the Service

6. To use the Service, You must have a data connection with RCS activated in your device messaging application i.e. Google , Samsung or iPhone ‘Messages’. If both You and Your message recipient have the Service and RCS enabled on Your phone, Your messages will be sent over mobile data. If your recipient does not have an RCS compatible device your

messages may be sent as per your SMS or MMS and will be charged at the rate associated with your tariff. You must have an active subscription with Tesco Mobile to use RCS Messaging. If your SIM becomes inactive for any reason, we will terminate the Service. RCS Messaging will resume once your SIM becomes active again.

7. For group messaging, each group participant must have a data connection with RCS active and have a compatible device messaging application on their phone, i.e. Samsung, Google or iPhone Messages.
8. RCS Messaging is not compatible with the Hosted Mobile Recording Service. If you are a Hosted Mobile Recording Service User, it will not be possible to enable RCS Messaging on your phone.
9. As soon as You begin using the Service, Tesco Mobile will process and store records of your interactions In line with [Privacy and Cookies Policy | Tesco Mobile](#).
10. If You terminate your mobile services agreement with Tesco Mobile or are in breach of these terms or your mobile services agreement with Tesco Mobile, your access of the Service will be terminated.
11. Thirty days after You are no longer an Tesco Mobile customer or your RCS is inactive for the same period, your account and data will be deleted from our servers.
12. You will be responsible for keeping your phone up to date with all relevant operating system software releases ensuring your RCS is updated with all future enhancements.
13. You must not use the Service:
 - a. for any application that constitutes, and promotes or is used in connection with spyware, adware, other malicious programs, or code;
 - b. for unlawful or fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
 - c. to send, receive, upload, download, use or reuse any material that is illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, or otherwise objectionable;
 - d. to harass, stalk, inconvenience, cause annoyance or needless anxiety to any person, impersonate any other person or act in a way which may be objectionable or is otherwise injurious to third parties;
 - e. for business or commercial or unreasonable use;
 - f. in any way that breaches copyright, trademark, confidence, privacy or infringes the intellectual property rights of others;
 - g. in any way that causes, or is likely to cause, the Service or access to the Service to be interrupted, damaged or impaired in any way;
 - h. to initiate the sending of unsolicited advertising or promotional material including without limitation junk-mail for commercial or non-commercial reasons; or
 - i. via a Gateway so that the Service is provided via the Gateway to third parties.

If You do, We might have to block your use of the Service.

14. Tesco Mobile is not responsible for reviewing or controlling the content transmitted or shared through the Service. You are responsible for the use You decide to make of the Service and You should make sure that such use does not infringe the rights of third parties.
15. Tesco Mobile shall have no liability for any decrease in phone functionality because of your use of the Service.
16. You can disable RCS Messaging via your Settings at any time. If you disable RCS Messaging, you will lose access to any groups you are in, and your contacts will no longer be able to send you RCS messages.

Charges

17. There is no monthly or other subscription charge associated with the Service. The Service uses data (whether it be mobile or Wi-Fi) to run and therefore will use your data allowance and will be charged in accordance with your internet service provider or mobile data contract. You may have a limited amount of monthly data so be careful that you do not run up extra costs that you are not expecting.
18. RCS Messaging works when you are roaming, standard roaming data rates apply.

Liability

19. Tesco Mobile do not represent or warrant that the Service is free of inaccuracies, errors, delays, bugs, or interruptions. We cannot promise that the Service will be free from interruptions or that the Service is reliable, of a certain quality, accurate, complete, or otherwise valid.
20. The Service is controlled with the reasonable care and skill of a network operator to allow use across multiple operating systems and phones and with functionality that will vary as a result. Other than this and as required by statute it is provided "as is" with no warranty, express or implied, of any kind and Tesco Mobile expressly denies all warranties of fitness for purpose, availability, storage of data, security, title, and/or non-infringement. You use the Service at your own discretion and risk. This does not affect your statutory rights.
21. You agree We have no responsibility for the deletion, loss or corruption of any content transmitted through the Service.
22. Tesco Mobile will not be responsible for the damages and losses, lost profit or any other damage arising from your use of the Service. While you can disable the Service from any phone, Tesco Mobile is not responsible for charges incurred due to using lost or stolen phones.
23. Tesco Mobile are not responsible for any loss or damage to your messages, contacts and call history which arises because of your use of the Service.

24. Nothing in these terms will exclude or restrict the liability of either You or us for any liability that cannot be excluded or restricted by law.

Data and communications

25. For the purposes of the information collected as part of the Service, Tesco Mobile is the controller as defined in the General Data Protection Regulation 2016/679 ("GDPR").
26. You are responsible for ensuring that any information provided by you to Tesco Mobile in relation to the Service is correct and up to date. Tesco Mobile accepts no liability which flows from incorrect or out of date information provided by you.
27. Your information is treated in accordance with Tesco Mobile's Privacy Policy, which can be viewed at [Privacy and Cookies Policy | Tesco Mobile](#). This includes details of how to exercise your data subject rights and how to contact our data protection officer with any queries you may have relating to the Service.

Intellectual property rights

28. The Service and features within the Service, may be protected by intellectual property rights belonging to Tesco Mobile, its licensors or to third parties. No licence is granted to You in respect of any such rights, except to the extent required for your personal use of the Service in accordance with these terms. You may not otherwise reproduce, modify, copy, or distribute or use for commercial purposes any of the features, materials, or content of the Service.
29. Tesco Mobile and any other Tesco Mobile product or service name are trademarks of Tesco Mobile and its group of companies and You shall not be entitled to reproduce such marks without Tesco Mobile's prior written consent.
30. Whilst You retain all rights to the content you generate or send using the Service, you grant Tesco Mobile a non-exclusive, royalty free worldwide license for the duration you are a user of the Service, to reproduce and adapt such content to the technical needs of the Service and/or Tesco Mobile.

General

31. All suggestions and comments made by you to Tesco Mobile in relation to the Service may be considered, implemented, or adapted by Tesco Mobile without you generating any rights over of these suggestions, comments or any resulting updates, advancements, or amendments to the Service.
32. Tesco Mobile reserves the right to amend, terminate or suspend the Service at any time.

33. We can make reasonable changes to these terms at any time and may suspend, end or change the Service immediately for any reason. If we change these terms to your material detriment (in our reasonable opinion) or end this Service, we will give you 30 days' notice before the changes take place, or the Service is terminated.
34. All notices and/or communications that must be made under these terms, may be made: (i) to you: by any means, including, electronic mail, to the email account provided by You, by letter, to your address, or by SMS (ii) to Tesco Mobile: by calling 4455 from your Tesco Mobile phone or 0345 301 4455; (ii) via we our Web chat function on our website; or (iii) writing to us at Shire Park, Welwyn Garden City, United Kingdom, AL7 1GA.
35. These terms are governed by English law and are subject to the exclusive jurisdiction of the English courts, which both you and We submit to.