

# Pay as you go Bundle terms and conditions and important information.

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# Pay as you go Bundle terms and conditions

## 1. General terms and conditions for Bundles

- 1.1 Tesco Mobile Pay as you go customers now have the option of adding sets of Minutes, Text and Data Bundles (Bundles) to their Pay as you go tariff.
- 1.2 The current types, amounts and prices of Pay as you go Bundles are set out here. This page will be updated as soon as new Bundles become available.
- 1.3 You can opt-in for a Bundle online at My Tesco Mobile or by calling 282 free from your Tesco Mobile phone.
- 1.4 Each Bundle will start and renew one month\* after your opt-in date and runs for a month\* ('Renewal Date') or until you have used your stated allowance, whichever is sooner.
- 1.5 You will use your selected Bundle(s) before your remaining Pay as you go credit, each time you make a standard call, send a standard text message or use the data service.
- 1.6 You can have a maximum of one calls Bundle, one text Bundle and one data Bundle each month.
- 1.7 . Payment will be taken from your Pay as you go top-up balance on your opt-in date, and your Renewal Date, as soon as you opt-in and we will send you a text to confirm the date your Bundle(s) start.
- 1.8 Your Bundle will automatically renew on your Renewal Date each month\* until: (i) you opt-out of the Bundle; or (ii) you do not have enough credit on your account to buy the Bundle. We will send you a text before your Renewal Date to advise the cost of renewing the bundle or notify you that you do not have enough credit to renew your Bundle(s). If you do not have enough credit, you will need to top-up your account and opt-in again if you want to continue to receive the Bundle. Renewals and additional bundles can take up to four hours to be applied to your account. If you use your tariff during that time you will be charged at our standard rates detailed here. As this will use your credit, you may not have enough credit to purchase the bundle.
- 1.9 You must keep your Bundle(s) on your account for at least one month\*. If the Bundle is removed or if you use up the Bundle allowance, you will be charged at our standard rates detailed here. Promotional terms (where applicable) will not apply in these circumstances.
- 1.10 Any unused allowance will not be carried forward or rolled over into your next month's Bundle. No refunds are payable.
- 1.11 To cancel your Bundle, call 282 free from your Tesco Mobile phone or log into your My Tesco Mobile account. You need to contact us 48 hours before your monthly Renewal Date, otherwise your top-up credit will be automatically deducted with the cost of the next month's Bundle(s) and cancellation will take effect from the month after that (you will still get the service you have paid for and be able to use it until your allowance is used up or until the next monthly Renewal

Date but we will not refund any payment that you have made).

- 1.12 Bundles are not available to Pay monthly customers and if you change to a Pay monthly tariff you will no longer be able to use your Bundle(s). No refunds are payable for any unused portion of your Bundle.
- 1.13 . If you're on the Pay as you go with Triple Credit tariff, the Bundle(s) are available in addition to any free credit available on that tariff. Calls, texts or data will be taken from your Bundle first until your Bundle allowance is fully used up, after which your free credit will be used. Unfortunately, you cannot use the free credit to buy Bundles
- 1.14 We reserve the right to replace, amend or withdraw at any time: any of the Bundles (in whole or in part); the charges for the Bundles; or these terms, on reasonable notice. Notices will be given on the Tesco Mobile website and we will give you 30 days notice by text message if we make any significant changes to your disadvantage. If you continue to use the Bundles after the date on which the change comes into effect, your use of the Bundles indicates that you have agreed to the changed terms.
- 1.15 If the Distance Selling Regulations apply, once you start using your Bundle(s), you will not be able to cancel the purchase until the following month. Your statutory rights are not affected.
- 1.16 The Pay as you go Triple Credit tariff and Pay as you go service terms and conditions also apply.

\*The BlackBerry data bundle lasts and

renews every 30 days rather than 1 month.

## 2. Minutes Bundle

The General Bundle Terms and Conditions above apply but with the exceptions listed below:

- 2.1 The Minutes Bundle can be used to make calls in the UK to standard UK landlines (starting 01, 02 or 03 numbers only) and 07 numbers allocated to UK mobile network operators that provide mobile tariffs with substantial national coverage.
- 2.2 The Minutes Bundle cannot be used to make calls made in the UK to: (a) non-geographic numbers and free phone numbers (starting 08, &, 05); (b) non-standard or "special" 07 numbers (all those 2 07 numbers that are not specifically included in your Minutes bundle, i.e. are not used to provide mobile services, including 07 numbers allocated to network operators in Jersey, Guernsey and the Isle of Man), 076 numbers; (c) any number ranges which Tesco Mobile reasonably believes are being used for call forwarding services, onward calling services or numbers that pay a revenue share. Examples of such number ranges include 07744 or 07755, 078225, 079879, 078730, 078931, 079118, 079112, 078930, 078921, 077000, 079245, 079246, but are subject to change; (d) premium rate and directory enquiries numbers where special charges apply; (e) video calls; or (f) any calls made from abroad (including Jersey, Guernsey and the Isle of Man) or to an international destination from within the UK.

### 3. Text Bundle

The General Bundle Terms and Conditions above apply but with the exceptions listed below:

- 3.1 The Texts Bundle can be used for texts to UK mobiles (see definition above) and 01, 02 and 03 numbers from the UK only. Texts to other numbers will be charged in accordance with your standard tariff.
- 3.2 The following text types are not included: picture or video messages; premium rate texts where special charges apply; texts sent from the UK to international numbers; texts sent from outside the UK to any number; picture messages from outside the UK; and any chargeable texts you receive.
- 3.3 Text delivery cannot always be guaranteed. A standard text message is a handset to 4. handset message which is up to 160 characters long. Some handsets let you send longer messages, in which case the message will be divided up into the number of standard texts required to convey the message, each one of these separate texts will be deducted from your Bundle.
- 3.4 Any texts sent from abroad (including Jersey, Guernsey and the Isle of Man) or to an international destination from within the UK will be charged at standard roaming or international call rates.
- 3.5 The Text Bundle is a consumer grade service and provided on the condition that customers use it responsibly. Tesco Mobile reserves the right to terminate the service for inappropriate use.
- 3.6 Pay as you go 5000 Text Bundle Fair Use Policy:
  - a) To keep customer usage of the Pay as you

go 5000 Text Bundle within the normal limits expected when providing a consumer texting service, and to protect our customers against the service being used for malicious unsolicited messaging, we apply a Fair Usage Policy.

- b) We regularly monitor and review our customers' collective and average monthly usage to set our fair usage limit at a level that will not affect the majority (at least 95%) of our customers. Currently the fair usage limit is set at 400 texts per day.
- c) To ensure that as few customers as possible are affected by this, the daily limit starts at approximately 00:30am and finishes at 00:29am.
- d) This 5000 Text Fair Use Policy only applies to customers who purchase or add the 5000 Text Bundle to their Pay as you go account after 10th July 2012. Customers on older versions of the 5000 Text Bundle prior to 10th July 2012 will not be affected by this Fair Use Policy, unless the renewal of their Bundle lapses and they repurchase, or receive the 5000 Text Bundle as a free Bundle after 10th July 2012.
- e) When you reach 90% of the fair usage limit, we will notify you via text message that you are approaching your daily limit
- f) When you reach 100% of the fair usage limit, we will notify you via a second text message that any additional texts on that day will be charged at your standard text message rate.

### 4. Data Bundle

- 4.1 Data allowance can be used on GPRS and 3G networks (as applicable to your handset), for your private, personal and non-commercial internet use via your mobile phone whilst you are in the UK. The Data Bundle is not valid whilst roaming.

- 4.2 If you have a 4G ready phone, you'll also have access to Tesco Mobile 4G Services, pursuant to the 4G Service Terms
- 4.3 Your Tesco Mobile SIM card is only designed to be used with a mobile phone for standard consumer usage. You must not use your Tesco Mobile SIM card with a mobile data modem or in any other way that we may reasonably consider would adversely impact the service to other Tesco Mobile customers.
- 4.4 If we reasonably believe you have breached these terms, we reserve the right to, having attempted to contact you first, impose network protection which may reduce your speed; remove the relevant Bundle(s) from your account; impose further charges; remove your ability to use data on your SIM card; and/or disconnect your SIM card at any time.
- 4.5 We reserve the right to use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for customers at specific times or day and / or in specific locations.