

## **Pay Monthly Terms of Service – ASDA Mobile SIM Only**

**These terms and conditions apply to the purchase of ASDA Mobile's Pay Monthly SIM-Only Service.**

### **Do you need extra help?**

If you would like this contract in another format (for example: paper, email, large print or braille) please contact us either by ringing [+44 \(0\) 808 006 2732](tel:+4408080062732) or emailing us at [Asda.mobile@help.vodafone.co.uk](mailto:Asda.mobile@help.vodafone.co.uk).

If you don't understand any of these Terms and want to talk to us about them, please contact the ASDA Mobile Customer Services Team by using the Contact Details below.

If you are unable to read or hold a telephone because of sight loss or other disability, then we have directory enquiry services available by calling 195 for free from your handset. To use these services, you must first have registered by calling [0800 587 0195](tel:08005870195). Please visit <https://www.rnib.org.uk/living-with-sight-loss/money-and-benefits/free-directory-enquiries-195-service/> for further details.

### **Contact Details**

By phone:

- From the UK, calling [2732](tel:2732) from your ASDA mobile phone or [+44 \(0\) 808 006 2732](tel:+4408080062732) from any other phone, or from outside the UK, calling +44 (0) 747 002 2732.

By email:

- Emailing [Asda.mobile@help.vodafone.co.uk](mailto:Asda.mobile@help.vodafone.co.uk).

The ASDA Mobile Customer Services Team is available 365 days a year during the following hours:

- Mon - Fri: 8:00am - 8:00pm
- Sat: 9:00am - 6:00pm
- Sun: 10:00am - 5:00pm
- Bank holidays: 10:00am - 5:00pm

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## 1. Introduction

**1.1)** Please read these Terms carefully as they affect your rights and liabilities under the law and set out the terms and conditions under which ASDA Mobile makes the Pay Monthly SIM-Only Service and the related tariffs available to you. The ASDA Mobile Pay Monthly SIM-Only Service is more fully described in clause 3 (Pay Monthly SIM-Only Service) and clause 18 (Additional information about the Mobile Services) below. This contract is only available in English. No other languages will apply to this contract.

**1.2)** Before you offer to receive the Pay Monthly SIM-Only Service from us, we will provide you with a Contract Information document and a Contract Summary document, which outline the key services (including the details of your call, text and data allowances as well as the relevant billing timelines and billing amounts) and the terms of the proposed agreement, and which form part of the agreement between you and ASDA Mobile, together with these Terms. The following additional terms and policies also apply and form part of the Service Agreement:

1. the document detailing Pay Monthly SIM-Only Service tariffs and any other charges that we may apply to the mobile services we provide to customers are available at: <https://mobile.asda.com/rates-and-charges> ("**Price Book**");
2. our Network provider's Acceptable Use Policy available at: <https://mobile.asda.com/pdf/vodafone-acceptable-use-policy-august-2023.pdf> ("**Acceptable Use Policy**");
3. the ASDA Privacy Policy available at: [www.asdamobile.com/terms](http://www.asdamobile.com/terms);
4. where you buy the Pay Monthly SIM-Only Service from our website, our website terms and conditions available at: <https://mobile.asda.com/support/terms-and-conditions>; and
5. for your use of the ASDA Pounds Cashpot, including any portion of your monthly bill that we put into the ASDA Pounds Cashpot, the ASDA Rewards Terms and Conditions: <https://www.asda.com/rewards/terms>.

All of the above documents form part of your Service Agreement as though set out in full here.

If you have purchased your mobile phone from the ASDA Mobile website, your purchase of the mobile phone will be a separate contract and the following terms and conditions apply to that purchase: <https://mobile.asda.com/support/terms-and-conditions>.

## 2. Ordering the Pay Monthly SIM-Only Service from us on our ASDA Mobile website

**2.1)** Below, we set out how a legally binding contract between you and us is made when you order the Pay Monthly SIM-Only Service from our ASDA Mobile website.

**2.2)** You place an order for your SIM card, eSIM or purchase the Pay Monthly SIM-Only Service on the website by clicking on the 'Make Payment' button. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us. By making an offer to receive the Pay Monthly SIM-Only Service you also acknowledge that you have received, understood and accepted the Contract Information and Contract Summary documents.

1. When you place your order at the end of the online checkout process (e.g. when you click on the 'Make Payment' button), we will acknowledge your order by email. This acknowledgement does not, however, mean that your order has been accepted.
2. We may contact you to say that we do not accept your order. This is typically for the following reasons:
  1. the Pay Monthly SIM-Only Service is not available;
  2. we cannot authorise your payment;
  3. you are not allowed to buy the Pay Monthly SIM-Only Service from us;
  4. we are not allowed to sell the Pay Monthly SIM-Only Service to you; or
  5. there has been a mistake on the pricing or description of the Pay Monthly SIM-Only Service.
3. We will only accept your order when we email you to confirm this. At this point:
  1. a legally binding contract will be in place between you and us; and
  2. we will provide the Pay Monthly SIM-Only Service to you.
4. You will be required to provide certain information including your address and billing information. It is your sole responsibility to ensure that this information is accurate and up to date as we will need to contact you. We shall have no liability for inaccurate information that later becomes out of date. Acceptance of your offer is also subject to the successful completion of a fraud and identity check. If you have any questions about these checks, please contact the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms.

**2.3)** The Pay Monthly SIM-Only Service is only available to you if you are aged 18 years or over on the date you offer to receive the Pay Monthly SIM-Only Service.

### **3. Pay Monthly SIM-Only Service**

**3.1)** The Pay Monthly SIM-Only Service is a standalone airtime service that enables you to make or receive calls, to send and receive SMS, and to get online by means of the coverage that the Network provides, along with any additional services and features provided under the Service Agreement.

**3.2)** The Pay Monthly SIM-Only Service is provided for a Minimum Contract Period (detailed further in clause 4 (Minimum Contract Period, Billing Date and Changing Tariff) below) and at the tariff(s) applicable to that Minimum Contract Period. The price payable for the Pay Monthly SIM-Only Service and what each tariff provides are set out in the Contract Information document and the Contract Summary document. You can also obtain this information by contacting the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms.

**3.3)** Monthly subscription charges for your tariff (if any) will start when the SIM card or eSIM (as applicable) is activated, as described in clauses 3.4) and 3.6) below.

**3.4)** If you have chosen to receive a SIM card during the order process, your SIM card will be supplied to you pre-connected to the Network and will be activated the first time you use your SIM card in a mobile phone, for example when you use it to make an outbound call, send a text or use mobile data. Such use will be subject to the terms of your Service Agreement. If you ordered your SIM card online, upon receipt of your order, your SIM card will be posted to you free of charge.

**3.5)** If you have ordered a SIM card, whilst we make every effort to despatch your SIM card the next working day if it is ordered before 1pm on a working day, we will not be liable if we fail to do so (in part or in full) due to circumstances beyond our control. Rightful possession of the SIM card will not pass to you until we have delivered the item to you. Risk of damage or loss of an item passes to you when the item is delivered. If for any reason beyond our reasonable control, we are unable to supply the SIM card we will not be liable to you, and you may choose to cancel part or all of your order.

**3.6)** If you have chosen to receive an eSIM during the order process (rather than a SIM card), once your order has been accepted, you will receive an email from us asking you to log into your account to access a QR code. You will need to use your mobile phone to scan the QR code on your account which will download the eSIM to your mobile phone and will activate the eSIM.

**3.7)** We will provide the Pay Monthly SIM-Only Service with reasonable care and with the quality generally provided by a competent mobile telecommunications provider. We aim to provide you with the Pay Monthly SIM-Only Service at all times, relying principally on the Network and meeting service levels where we can and we aim that on average, 99% of outdoor hand portable calls using the Network will be successful in our declared coverage areas in the UK (including Northern Ireland). However, we offer no minimum quality of service levels and we cannot provide a fault free service. Our ability to provide the Pay Monthly SIM-Only Service may also be affected by circumstances beyond our control. The Network may from time to time require upgrading, modification, maintenance or other work which may result in partial or complete non-availability of the Pay Monthly SIM-Only Service.

**3.8)** We will use reasonable efforts to get you access to international networks when you are abroad. We call this "roaming". We will send you an alert with information on pricing when you start roaming. You should bear in mind that overseas networks may also be limited in quality and coverage. Access to overseas networks will depend upon the arrangements between the foreign operators and our partner Vodafone. Please call the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms. Charges for calls overseas are set out in the Price Book. The roaming setting is automatically set to "on" on your mobile phone. You may turn off the roaming setting via your 'My Account' page.

**3.9)** When roaming in our European region (see clause 3.12) below for a list of the countries which are within our European region) you will be able to use your Inclusive Allowance for texts and calls (including voicemail) at no extra cost. If your Inclusive Allowance includes mobile data, you will also be able to use your Inclusive Allowances for mobile data at no extra cost up to a fair use limit of 5GB per month (or, if your Inclusive Allowance data cap is less than 5GB per month, up to your Inclusive Allowance data cap) ("**Data Fair Use Limit**"). We will send you alerts when you use 80% and 100% of your Data Fair Use Limit.

**3.10)** If you go over your Data Fair Use Limit, our standard UK pay monthly charges for mobile data will apply to the mobile data you use outside of your Data Fair Use Limit. To prevent you spending too much, we have set a roaming spending limit of £30 on mobile data use whilst roaming in our European region or worldwide and we will pause your data usage once you reach your Data Fair Use Limit. We will ask you if you want to carry on purchasing

mobile data whilst roaming and we will restart your access if you tell us to (please note that this may be subject to additional costs). You may change your Data Fair Use Limit by contacting the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms.

**3.11)** The roaming facility described in clause 3.9) above is available to anybody who is normally resident in the UK or who has stable links entailing a frequent and substantial presence in the UK. If, over a 4-month period, your use of the service suggests to us that you may not meet this requirement we may ask you to provide reasonable evidence of your normal place of residence and of your frequent and substantial presence in the UK. Examples of such evidence might include an address and utility bill, evidence of UK employment or proof of registration with a UK public authority. If you do not provide such evidence within a two-week period after our request then we may, without further notice, start to apply additional roaming charges (specified by the European Commission) for your Pay Monthly SIM-Only Service (see the Price Book for details of these additional charges).

**3.12)** The destinations in our European region are: Aland Islands, Austria, Azores, Balearic Islands, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Jersey, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Netherlands, Norway, Poland, Portugal, Reunion, Romania, Slovakia, Slovenia, Spain, St. Barthelemy, Sweden and Vatican City.

**3.13)** If you are roaming abroad in areas other than our European regions, then you will not be able to use your Inclusive Allowance and you will be charged for any texts, calls (including voicemail) and mobile data used. Charges for texts, calls and mobile data used outside of the European regions are included in the Price Book.

**3.14)** Accidental roaming might occur if you are in an area close to national borders because your mobile phone picks up a network across the border. If this happens, you may be charged as though you were roaming on an international network. You can prevent this if you are near a national border by setting your mobile phone to do a manual network selection and select the 'Vodafone' Network.

**3.15)** At our discretion using reasonable care, we can refuse to provide any part of the Pay Monthly SIM-Only Service to you. We may do this, for example, if you do not comply with your Service Agreement or the Acceptable Use Policy (available at: <https://mobile.asda.com/pdf/vodafone-acceptable-use-policy-august-2023.pdf>). If you feel that your mobile phone should not be barred, please contact us.

**3.16)** You must comply with any instructions we give you about the Pay Monthly SIM-Only Service. You must not reverse the charges on any telephone call or accept a reverse charged call. These Terms also apply if you loan/give your mobile phone to someone else.

**3.17)** In receiving the Pay Monthly SIM-Only Service, you must not (nor allow others to) use your mobile phone, SIM card or eSIM (as applicable) for any immoral, obscene, defamatory, offensive or otherwise unlawful purpose.

**3.18)** You can use the Pay Monthly SIM-Only Service to link into web sites, resources and/or networks worldwide. We accept no responsibility for the content, accuracy, services or

otherwise in respect of these and you agree to conform to the acceptable use policies of such web sites, resources and/or networks.

**3.19)** While we take steps to keep your communications secure, security of your communications is not guaranteed. As such it is possible that your communications may be unlawfully intercepted or accessed by people you have not authorised. Digital network communications are encrypted so are safer but even these cannot be guaranteed. Please see the ASDA Mobile website for information about how to keep your communications secure (<https://mobile.asda.com/scoop/mobile-data-security> and <https://mobile.asda.com/scoop/smartphone-security-hacking-viruses>).

**3.20)** The only equipment or hardware your Service Agreement covers is the SIM card sent to you (if you requested a SIM card instead of an eSIM) to enable you to receive the Pay Monthly SIM-Only Service.

#### **4. Minimum Contract Period, Billing Date and Changing Tariff**

**4.1)** Your Service Agreement is subject to a minimum contract period, the duration of which will be clearly explained to you before you offer to receive the Pay Monthly SIM-Only Service ("**Minimum Contract Period**"). It will also be set out in your Contract Information and Contract Summary documents. The Minimum Contract Period will commence on the date you activate your SIM card or eSIM (as applicable) or on your Migration Date (as applicable).

**4.2)** We will notify you of your Billing Date by SMS text message once your order for the Pay Monthly SIM-Only Service has been accepted. We will generate your bill each month on your Billing Date.

**4.3)** If you are migrating between tariffs, your Billing Date will remain the same as it was on your previous tariff unless you request to move the Billing Dates by contacting the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms. If we approve your request, your change of tariff will take place on your next Billing Date.

**4.4)** If you change tariffs for any reason, any unused Inclusive Allowance minutes, texts or data provided as part of your previous tariff will not be carried forward into your new tariff.

**4.5)** If you move to the Pay Monthly SIM-Only Service from an ASDA Mobile Pay as you go tariff which is no longer available, you will not be able to change back to this previous pay as you go tariff.

**4.6)** You may request a tariff transfer by contacting the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms. However, if you are within your Minimum Contract Period: (i) you can only move onto a tariff with a higher monthly tariff subscription price; or (ii) if you have moved onto a tariff with a higher monthly tariff subscription price, you may only move back to your original monthly tariff subscription price. If your Minimum Contract Period has expired, you may move onto any priced tariff. If you transfer to a different tariff, you agree to a new agreement on these Terms. Your new agreement will start on the date we confirm that we accept your order for a new tariff. You may also request to move from a 12-month to a 24-month Minimum Contract Period.



However, if you have a Minimum Contract Period of 24 months, you may not move to a 12-month Minimum Contract Period until the 24-month Minimum Contract Period has expired.

**4.7)** Where your Minimum Contract Period expires but you continue to use the Pay Monthly SIM-Only Service, your Service Agreement will continue in force after your Minimum Contract Period on a rolling monthly basis, until you cancel or terminate the Service Agreement under clause 10 (Cancellation and Termination).

## **5. Your Inclusive Allowance**

**5.1)** The Pay Monthly SIM-Only Service can be used in the UK, while periodically roaming within our European regions (see clause 3.12) above) and in other international destinations.

**5.2)** The Pay Monthly SIM-Only Service has an Inclusive Allowance. Your “**Inclusive Allowance**” is the “package” of the number of minutes, SMS/text messages and data allowance you select for the Pay Monthly SIM-Only Service. Your "package" will depend on the tariff you choose and will be detailed clearly in your Contract Information and Contract Summary documents.

**5.3)** Any Inclusive Allowance minutes, text or data included in your tariff will be refreshed by approximately 12:00am on your Billing Date.

## **6. Additional Charges**

**6.1)** Charges for all calls, texts and data usage outside of your Inclusive Allowance will be charged at the current rates set out in the Price Book. For a complete schedule of all our current mobile charges please call the ASDA Mobile Customer Services Team or visit the Price Book pages on <https://mobile.asda.com/rates-and-charges>. All charges include VAT at the prevailing rate. Charges in the Price Book are subject to change from time to time and will be published on <https://mobile.asda.com/rates-and-charges>. Price changes outside of ASDA Mobile’s control, such as national changes in VAT, may also be passed on.

**6.2)** Calls. Some calls may incur additional charges if they are not included in your Inclusive Allowance. For example, premium and competition lines are not included in the call minutes allowance of your Inclusive Allowance. Often significant warnings are placed on competition or premium lines that a call will fall outside your limit. The following lines are also not included in your Inclusive Allowance: <https://mobile.asda.com/rates-and-charges>. Calls to these lines will not be included within your Inclusive Allowance and will be charged at the appropriate rate(s) in your next bill.

**6.3)** SMS/text messages. Some text messages are not included in your Inclusive Allowance and will therefore be charged at the rates set out in the Price Book. For more information, please call the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms or visit the Price Book pages on <https://mobile.asda.com/rates-and-charges>.

**6.4)** Data. You can purchase additional data “bundles” to increase your data Inclusive Allowance via your 'My Account' page, via the Interactive Voice Response (IVR) or by calling the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms. Please call the ASDA Mobile Customer Services Team for further details.



## **7. Data Allowance**

**7.1)** Your Inclusive Allowance for data (where applicable) can be used in the UK and can be used for all our different types of mobile data (for example, GPRS/4G/5G/HSPA areas). If you do not use all of your data allowance in a given month, you can rollover any unused data you have left within your Inclusive Allowance for that month and use it in the following month. There is no limit to the amount of data from your Inclusive Allowance that you can rollover into the following month. However, you can only use rolled-over data from the previous month in the following month, and you cannot continue to roll this data forward into subsequent months. Any data you have rolled over in a month will be used up first, before you start to use up your new monthly data allowance from your Inclusive Allowance. Your data allowance for the next month will be topped up by the additional rolled over amount on your next Billing Date.

**7.2)** All data usage must be for your private, personal and non-commercial purposes. You must not use your SIM card or eSIM (as applicable) in such a way that adversely impacts the service for other ASDA Mobile users.

**7.3)** If ASDA Mobile reasonably suspect you are not acting in accordance with clause 7.2), we reserve the right to impose further charges, impose network protection controls or disconnect your tariff at any time. We will attempt to contact you first before we exercise our rights under this clause.

**7.4)** To access and use the data services, your mobile phone must be data compatible and enabled to access data services. Access to data services is subject to network coverage.

**7.5)** If your mobile phone is a 4G/5G ready phone, a tariff with a 4G/5G enabled data bundle and a 4G/5G SIM card or eSIM (as applicable) are all required to use the ASDA Mobile 4G/5G services. A software update on your mobile phone may also be required. You are responsible for correctly inserting the 4G/5G SIM card or downloading the eSIM (as applicable) and installing any required software on your Mobile. You must also follow any instructions we send to you for accessing the 4G/5G network.

**7.6)** To enable 4G/5G you must purchase a 4G/5G enabled data bundle or contact the ASDA Mobile Customer Services Team to add a 4G/5G enabled data bundle to your subscription.

**7.7)** Once you have access to our 4G/5G services, you will only be able to access mobile internet data over our 4G/5G network if you are in a 4G/5G coverage area. When in our other mobile data network areas (for example, Edge/GPRS/HSPA areas) you will still be able to access non-4G/5G data over these networks as usual, but we are not responsible for coverage and any outages. If you want to check the coverage in your local area, please check here – <https://mobile.asda.com/support/coverage-checker>.

**7.8)** Our coverage checker provides an indication and prediction of outdoor coverage, but coverage may vary depending on time, location and handset. Data reception and speeds may not be as good indoors. The Pay Monthly SIM-Only Service may also be affected by local factors including buildings, trees and even weather conditions. The coverage checker is a guide and does not guarantee signal coverage.

**7.9)** Use of the 4G/5G service is subject to the Acceptable Use Policy (available here: <https://mobile.asda.com/pdf/vodafone-acceptable-use-policy-august-2023.pdf>) which prohibits usage by you (or any third party permitted by you): (i) of the Network and/or the 4G/5G service for commercial purposes; (ii) which we reasonably believe adversely impacts the service of other customers or may adversely affect the Network and/or the 4G/5G service; or (iii) which we reasonably believe excessively or continually exceeds any upper limit which is imposed.

**7.10)** We reserve the right to monitor your usage of the 4G/5G service and, if we reasonably determine that your use of the service is abusive or in breach of the Acceptable Use Policy, we may do any or all of the following: (i) request that you moderate your usage; (ii) impose further charges on you in respect of your typical, consistent or abusive use; or (iii) suspend or withdraw your access to the 4G/5G service and/or to other services. This will not affect your standard voice and text usage.

## **8. Capping your chosen tariff**

**8.1)** You may choose to cap your chargeable usage (i.e. any chargeable usage outside of your Inclusive Allowance) by adding a spend limit. You can choose either a 'zero bill cap' or a 'spend cap' which will cap your spend, over and above your Inclusive Allowance, at an amount up to £30. Where we refer to a "cap" in this clause 8, we are referring to both the zero bill cap or the spend cap.

**8.2)** If you choose not to cap your tariff, we will automatically apply a default spend cap of £30 on your account for any chargeable usage outside of your Inclusive Allowance.

**8.3)** Your spend cap, whether imposed by you or us, will apply in the UK, European regions and other international destinations to any chargeable usage outside of your Inclusive Allowance (please note that this spend cap is different to the data roaming spending limit described in clause 3.10) above). If you reach your spend cap and you have also used all of your monthly Inclusive Allowance minutes, texts and data, you will only be able to receive calls and texts (and not make them), until you either increase your spend limit by calling the ASDA Mobile Customer Services Team, making a purchase in your ASDA Mobile app, or making a payment to adjust your spend.

**8.4)** If you reach your spend cap, we will notify you by sending you a text message. You won't be able to make any more chargeable calls or receive chargeable calls (for example, while abroad), send chargeable texts or use data outside your monthly Inclusive Allowance or while abroad unless you have notified us that you want to increase your spend cap. But you will still be able to call the ASDA Mobile Customer Services Team, or use any remaining minutes, text or data in your Inclusive Allowance.

**8.5)** You may request to increase your spend cap by calling the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms.

## **9. Payment**

**9.1)** Bills will normally be available monthly on your Billing Date, but we may bill you at any time. Your bill will comprise your monthly subscription charge and charges you have incurred for any calls, texts or data outside of your Inclusive Allowance minutes, texts and data. You

are responsible for the payment of all the charges that appear on your bill. Your bill will be itemised sufficiently so that you can check the accuracy of your bill.

**9.2)** All bills will be available in electronic form. Notification of when your bill is available will be sent to you on your Billing Date via text message or, if requested by you, via an alternative communication method. To ensure that we can send your bill to you, you must supply us with a valid email address or mobile phone number. You are responsible for ensuring that you notify us in the event of changes to these details.

**9.3)** If you request that we send a paper bill, we may charge you a reasonable fee of £1.50 per bill for providing you with your bill in this format.

**9.4)** You can pay for the Pay Monthly SIM-Only Service using Mastercard and Visa payment cards. Your payment cards will be encrypted on our systems to minimise the possibility of unauthorised access or disclosure. You will be charged for your bill on your Payment Date each month. All payments will be taken in pounds sterling. If the amount to be paid or the Payment Date for a bill changes, we will notify you 10 days in advance of your account being debited as otherwise agreed.

**9.5)** You must authorise the payment card company to disclose to us and, under strict obligations of confidentiality, to our sub-contractors and/or agents, details about your payment card account, in so far as is necessary in connection with your Service Agreement, and to inform us if your payment account is terminated or suspended at any time.

**9.6)** If you change your name, address, telephone number or payment details or there are any changes to your bank account or payment card arrangements which may affect your payment of the charges you must let us know immediately by calling the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms.

## **10. Cancellation and Termination**

**10.1)** You may cancel the Pay Monthly SIM-Only Service during the Cooling-Off Period at any time if you let us know within this period that you have changed your mind. You may use the model cancellation form available at the end of these Terms (see clause 21 below) or contact us by calling the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms to cancel your Service Agreement during the Cooling-Off Period. Please note that by using the Pay Monthly SIM-Only Service, you agree to accept these Terms and agree that the Pay Monthly SIM-Only Service may start before the end of the Cooling-Off Period.

**10.2)** If you exercise your right to cancel your Service Agreement within the Cooling-Off Period, cancellation will occur on the date you notify ASDA Mobile of your intention to cancel. If you received a SIM card, you do not need to return this to ASDA Mobile.

**10.3)** If you use the Pay Monthly SIM-Only Service and subsequently cancel your Service Agreement in accordance with clause 10.1), you will incur charges for any usage you have made of the Pay Monthly SIM-Only Service up until the date of cancellation. The charges you will incur will be the total sum of: (a) a pro rata amount of your monthly subscription charge price up to the date you notify us of your intention to cancel (for example, if your monthly subscription charge price is £15 and you cancel the Service Agreement on day-10 of a 30-

day month, then you will be charged £5); **plus** (b) the current standard rate charges for any calls, text and data used outside of the Inclusive Allowance categories. For a full explanation of the calls, text and data for which your Inclusive Allowance can and can't be used, please refer to the Contract Information and Contract Summary documents and the Price Book. We will send you a final bill setting out these charges. The final bill will be payable by your Payment Date (as set out in the Contract Information and Contract Summary documents).

**10.4)** You may request to terminate your Service Agreement at any time by calling the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms, or as set out in this clause 10 and clause 13.3) below and your Service Agreement will terminate 30 days after the date you notify us that you wish to terminate your Service Agreement. Please note that if you terminate the Service Agreement before the end of the Minimum Contract Period, termination may be subject to payment of an Early Termination Charge (as set out in clause 11 below). If you terminate your Service Agreement for any reason and you have a SIM card, you do not need to return this to ASDA Mobile.

**10.5)** If you no longer wish to receive the Pay Monthly SIM-Only Service and want to join another network while keeping your ASDA mobile phone number, you can obtain your Port Authorisation Code (PAC) by texting 65075, going to your online account or by calling the ASDA Mobile Customer Services Team. For further details about how to obtain your PAC and join another network, please see our switching policy: <https://mobile.asda.com/support/mobile-switching>. If your PAC is used by another provider within this time period, we will terminate your Service Agreement immediately. Please note that if your Service Agreement is terminated in accordance with this clause, such termination may be subject to an Early Termination Charge (calculated in accordance with clause 11 below).

**10.6)** If you switch to another provider and you have any additional credit left in your account, you have the right to receive a refund of such credit, minus certain fees that are proportionate to the actual costs incurred by us in offering the refund.

**10.7)** If you wish to terminate the Service Agreement for any reason other than those described in clause 10.1), clause 10.5) and clause 13.3) below, where you have committed to a Minimum Contract Period, termination will take effect 30 days after the date you notify us that you wish to terminate your Service Agreement.

**10.8)** You will remain liable for any other services including those provided by third parties you have received up to the moment we cancel or terminate your Pay Monthly SIM-Only Service. You agree to pay us promptly on cancellation or termination of the Pay Monthly SIM-Only Service for any reason (including under clause 12 below), any money outstanding at the date of cancellation or termination (including any Early Termination Charges) and we reserve the right to recover any money due to us as set out in clause 9 above.

**10.9)** Nothing in your Service Agreement will affect your statutory rights.

## **11. Early Termination Charges**

**11.1)** If you terminate your Service Agreement after the Cooling-Off Period but before the end of your Minimum Contract Period for any reason other than as described in clause 13.3 below, you may incur an Early Termination Charge ("ETC").

**11.2) If you terminate the Service Agreement:**

1. before the end of the Minimum Contract Period: you will have to pay an ETC.
2. after your Minimum Contract Period has ended: you won't have to pay an ETC.

**11.3) ASDA Mobile calculates the relevant ETC owed by you on termination of the Service Agreement as follows:**

1. ASDA Mobile multiplies your monthly subscription charge price (taking into account any monthly discounts you are entitled to) by the number of months remaining of your Minimum Contract Period as at the date of the termination request;
2. ASDA Mobile then deducts VAT at the applicable rate; and
3. ASDA Mobile then adds a small discount of approximately 3% for any benefit we might receive from no longer providing the Pay Monthly SIM-Only Service to you on our Network.

For example, if your monthly subscription charge price is £10 and you request to terminate the Service Agreement with 6 months remaining of your Minimum Contract Period, then the ETC owed by you will be calculated as follows:

Monthly Cost (including VAT):	£10
Term remaining (months):	6
Cost of remaining months:	£60
Discount:	3%
Discount amount:	£1.80
Cost of remaining months less Discount:	£58.20
<b>Early Termination Fee:</b>	<b>£58.20</b>

**11.4)** We will notify you of the ETC due and payable by you by SMS at the time we receive your request to terminate the Service Agreement. We will ask you to confirm if you would like to proceed with terminating the Service Agreement and if so, the ETC will be included in your final bill on your next Billing Date.

**12. Our rights to end and suspend the Service Agreement**

**12.1)** We may end your Service Agreement at any time by contacting you and giving you 30 days' notice.

**12.2)** We may also end our Service Agreement with you immediately if:

1. you breach an important term of this Service Agreement (for example, you do not comply with clauses 3.16), 3.17) or 7.2) or we determine, at our sole discretion, that your use of the Pay Monthly SIM-Only Service is, or at any time was, inconsistent with normal residential use patterns);
2. you fail to pay any charges or payments due to us on time, whether those charges or payments are due to us under this Service Agreement or any other agreement you have with us;

3. you fail any identity or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your account(s);
4. you provide information about yourself which we reasonably believe to be false or misleading; or
5. we are no longer able to provide the Pay Monthly SIM-Only Service to you, despite making all reasonable efforts to do so.

**12.3)** We or our Network provider may also suspend (i.e. bar) or terminate the provision of the Pay Monthly SIM-Only Service (in whole or in part) without telling you (although we will, where possible, inform you that action may be taken):

1. if we are aware or have reason to believe that your mobile phone or the Pay Monthly SIM-Only Service or number/password used in relation to the Pay Monthly SIM-Only Service is/are being used:
  1. for any immoral, obscene, defamatory, harmful, offensive, fraudulent or otherwise unlawful purpose;
  2. to make offensive or nuisance communications in whatever form; or
  3. to make or receive reverse charge calls;
2. if we are aware or have reason to believe that you are using the Pay Monthly SIM-Only Service for:
  1. primarily business purposes (including providing commercial services using our network to any third party without our express prior written consent); or
  2. for criminal activities (or if your Pay Monthly SIM-Only Service has previously been so-used before, regardless of whether this is or was with your consent or not);
3. if we are aware or have reason to believe that your right to use any number and/or password used in relation to the Pay Monthly SIM-Only Service and/or your mobile phone is or has been obtained in an unauthorised, unlawful, improper or fraudulent way or for criminal activities (regardless of whether this is with your consent or not);
4. for operational reasons, in an emergency, or for reasons of security. This might be if we're asked to do so by a government or regulatory body;
5. if we think you are not complying with any of the rules relating to the Pay Monthly SIM-Only Service, including the Acceptable Use Policy (available at: <https://mobile.asda.com/pdf/vodafone-acceptable-use-policy-august-2023.pdf>);
6. if we believe you are making calls or sending data (or you allow others to do these things) which are a nuisance, abusive, a hoax, menacing or indecent, (including to the ASDA colleagues who deal with enquiries concerning the Pay Monthly SIM-Only Service) racist, immoral, offensive, obscene, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright), or otherwise objectionable or unlawful;
7. if we are aware or have reason to believe that you have paid or are purporting to pay for the Pay Monthly SIM-Only Service, using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. In such circumstances, we may also:
  1. bar the mobile phone for outgoing service; and/or

2. bar the mobile phone number so that it is no longer available for use for electronic facility. We may remove the bar when we have been paid the amount owing to us in full;
8. if you notify us that your mobile phone has been lost or stolen;
9. if you use a mobile phone that damages or could damage, disrupt or put at risk our Network;
10. if you illegally establish, install or use a GSM Gateway;
11. if you do anything (or allow anything to be done) which we think may damage or detrimentally affect the operation or security of the Network or the Pay Monthly SIM-Only Service or you become bankrupt or make any arrangement with creditors or, if a company, you go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets; or
12. for reasons outside of our control, for example the Pay Monthly SIM-Only Service may be impaired by geographic, atmospheric or Network traffic.

**12.4)** Where we have disconnected the mobile phone for a reason set out in clause 12.3) above where you are at fault, reconnection of your mobile phone will be at our discretion. Any payments you have made for the Pay Monthly SIM-Only Service in advance will not be refunded to any disconnected accounts.

### **13. Changes we can make to the Pay Monthly SIM-Only Service and your Service Agreement**

**13.1)** We may make changes to the Pay Monthly SIM-Only Service and to the terms of your Service Agreement, including to introduce new terms and conditions and changes to the charges, at any time for one or more of the following reasons, acting reasonably:

1. if we introduce new services, features or benefits;
2. to update, upgrade, enhance or modify the Pay Monthly SIM-Only Service;
3. if the costs to us of providing the Pay Monthly SIM-Only Service, or running our ASDA Mobile business increases (for example if our Network provider and other businesses we buy our services or products from increases their prices);
4. to reflect changes and developments in technology;
5. to reflect changes in laws, regulation or regulatory guidance applicable to us;
6. to reflect changes to Vodafone's telecommunications licence; and
7. to make the terms of our agreement clearer or easier to understand.

Any such changes will be proportionate to the circumstances giving rise to the change, and we will notify you of the changes by giving you not less than one month's notice, unless the proposed change is exclusively to your benefit, is of a purely administrative nature and has no negative effect on you, or is directly imposed by law, in which case we will give you reasonable notice. If we believe any change we make is exclusively to your benefit, we may make the change without notice.

**13.2)** We may withdraw the Pay Monthly SIM-Only Service (or part thereof) at any time, for any one or more of the following reasons, acting reasonably:



1. if the costs to us of providing the Pay Monthly SIM-Only Service, or running our ASDA Mobile business increases (for example if our Network provider and other businesses we buy our services or products from increases their prices);
2. to reflect changes and developments in technology;
3. to reflect changes in laws, regulation or regulatory guidance applicable to us; and
4. to reflect changes to Vodafone's telecommunications licence.

We may also need to withdraw the Pay Monthly SIM-Only Service (or part of the Pay Monthly SIM-Only Service) for other reasons due to circumstances arising at the time, or which we are unable to anticipate. If we need to withdraw the Pay Monthly SIM-Only Service due to another reason, we will act reasonably. We will give you reasonable notice of withdrawal of the Pay Monthly SIM-Only Service in a way which we consider is reasonable. You will be able to use the Pay Monthly SIM-Only Service up until the time of withdrawal of the Pay Monthly SIM-Only Service.

**13.3)** By continuing to use the Pay Monthly SIM-Only Service you agree to any changes we make to your Service Agreement and the Pay Monthly SIM-Only Service. If you are not happy with any of the changes we have made, unless the proposed change is exclusively to your benefit, is of a purely administrative nature and has no negative effect on you, or is directly imposed by law, then you may end your Service Agreement by notifying us within 30 days of us giving you notice of the change that you do not accept the change and we will terminate your Service Agreement immediately. If you terminate your Service Agreement with us for this reason, you will only be required to pay the monthly subscription charges for the period up to the date your Service Agreement with us terminates.

**13.4)** It is unlikely, but we may need to change your voicemail number, mobile phone number or other number or code from time to time. Where you have registered your details with us, we will let you know if such a change is required.

## **14. ASDA Rewards**

**14.1)** In order to earn ASDA Rewards value through your ASDA Mobile contract, you need to be an ASDA Rewards member. If you are not yet an ASDA Rewards member, you need to download the Rewards App from either the Apple App Store or Google Play and register for an ASDA Rewards account using the credentials you created when signing up to ASDA Mobile. If you are an existing ASDA Rewards member, you need to log in to your existing ASDA Rewards account.

**14.2)** If you pay your bill on time and in full and you are an ASDA Rewards member, you will earn a percentage of your monthly bill amount as ASDA Rewards value into your ASDA Pounds Cashpot each month. The ASDA Rewards value you will earn into your ASDA Pounds Cashpot each month will depend on the length of your Minimum Contract Period, as set out below:

1. If your Minimum Contract Period is 12 months: 2% of your monthly bill amount will be earned as ASDA Rewards value into your ASDA Pounds Cashpot each month.
2. If your Minimum Contract Period is 24 months: 5% of your monthly bill amount will be earned as ASDA Rewards value into your ASDA Pounds Cashpot each month.

**14.3)** Your use of the ASDA Pounds Cashpot, including any ASDA Rewards value earned, will be subject to the ASDA Rewards terms and conditions available here: <https://www.asda.com/rewards/terms>.

**14.4)** ASDA Rewards may only be accumulated as part of the Pay Monthly SIM-Only Service.

## **15. Liability and exclusions**

**15.1)** If we fail to comply with the terms of your Service Agreement we shall be responsible to you for loss or damage that you suffer which is a foreseeable consequence of us breaking these terms, or any losses or damage you suffer as a result of our failing to use reasonable care in our provision of the Pay Monthly SIM-Only Service. Our liability to you in relation to your Service Agreement is limited to £350.

**15.2)** We will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, or for any loss or damage that was not reasonably foreseeable at the time your Service Agreement was entered into.

**15.3)** There may be occasions when we are unable to provide the Pay Monthly SIM-Only Service because of something outside of our reasonable control. We will not be liable to you if that is the case. This includes but is not limited to network failure; services suspension dictated by the Network provider in order to carry out repairs, maintenance or updating; where required by law; or in order to protect you against any possible harm.

**15.4)** If you are a consumer, your Service Agreement shall not affect any rights which you may have under the Consumer Rights Act 2015 (also known as your 'statutory rights'). You may also have other rights in law.

**15.5)** Nothing in your Service Agreement excludes or limits our liability in connection with death or personal injury caused by our negligence, or for fraudulent misrepresentation.

## **16. ASDA and personal data**

**16.1)** We process your personal data in accordance with our privacy policies as amended from time to time. You can find the latest version of the ASDA Privacy Centre Privacy Policy here <https://www.asda.com/privacy/your-information> where you will also find specific information relating to how we process your personal data for ASDA Mobile, which you can also access directly here <https://www.asda.com/privacy/your-information/asda-mobile>.

**16.2)** If you would like more detail about how we process your personal data, please get in touch with us using the Contact Us page on our website: <https://www.asda.com/privacy/contact-us>.

## **17. Miscellaneous**

**17.1)** We may transfer the benefit of your Service Agreement to anyone else at any time, provided that in doing so the rights and benefits which you enjoy as a customer shall not be reduced or otherwise adversely affected. If you wish to transfer your contract to someone else, you can if we agree, and we shall not unreasonably withhold such agreement. In registering with us, the new customer is deemed to have accepted the terms and conditions of service and all liabilities (e.g. debt) associated with the SIM card or eSIM (as applicable)

and the Pay Monthly SIM-Only Service we provide in relation to that SIM card or eSIM (as applicable).

**17.2)** Failure by either of us to enforce rights under your Service Agreement shall not prevent you or us (as the case may be) from taking further action.

**17.3)** When you use your mobile phone, the identity of your mobile phone number may be sent through the networks so as to be identified to the equipment being called. It may be used to divert calls to us or by us for administration and/or for the investigation of fraud. You may be charged for any diversion. The identity of your mobile phone number will always be sent if calling 999 or 112.

**17.4)** For your own protection, you must keep confidential all personal identification or security numbers used with the Pay Monthly SIM-Only Service. The numbers/codes which we allow you to use with the Pay Monthly SIM-Only Service do not belong to you.

**17.5)** Monitoring or recording of your calls, e-mails or text messages may take place for our business purposes such as quality control and training, to prevent unauthorised use of our telecommunications system and to ensure effective systems operation and in order to prevent or detect crime.

**17.6)** If you choose to have your personal data included in a directory or directory enquiry service, we may charge you at the price stated in our Price Book from time to time. Such directory/directory enquiry service information may be passed by us (directly or indirectly) to other organisations so that they may operate their own directory/directory enquiry service. Should you wish to have your information removed please contact the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms.

**17.7)** The intellectual property in the SIM card or eSIM (including the software) ("IPR") does not belong to you and is supplied to you, under licence, by us for proper use with the Pay Monthly SIM-Only Service only. We may change the IPR. You may not copy any of the IPR. If your mobile phone is disconnected from the Pay Monthly SIM-Only Service or if we change the IPR you must either destroy the SIM card or return it to us, as we may request. If it is not returned, on request by us, you must pay for the SIM card (or its replacement) at the price as stated in the Price Book at that time. For the avoidance of doubt, we own the SIM card or eSIM (as applicable) and so you must only use the SIM card or eSIM (as applicable) in respect of the Pay Monthly SIM-Only Service.

## **18. Additional information about the Mobile Services**

**18.1)** From time to time, we may need to migrate your account from one billing platform to another. If you are migrated, your Billing Date and the way that you are billed may change. If any migration will materially affect your Pay Monthly SIM-Only Service or billing, we'll give you notice and, unless the proposed change is exclusively to your benefit, is of a purely administrative nature and has no negative effect on you, or is directly imposed by law, we will notify you of this and you may contact the ASDA Mobile Customer Services Team using the Contact Details set out at the beginning of these Terms to end your Service Agreement without paying an Early Termination Charge.

## 19. Governing law and jurisdiction

English law applies to your Service Agreement and any disputes about your Service Agreement will be subject to the non-exclusive jurisdiction of the English courts.

## 20. Complaints

### How to complain

If you are unhappy with any part of our service, we want to put it right for you. We take complaints seriously and commit to reviewing customer issues and to resolve and learn from these to improve our service for everyone. You can tell us about your complaint by calling or emailing our customer service team. If you are unhappy with how we handle this, you can ask for a manager to review it. If at any point you are unhappy with how your complaint is being handled or how long it is taking, you can contact the ASDA Mobile Complaint Review Service. Based at ASDA Head Office, the Complaint Review Service will investigate your complaint. They may call you to ask for further information to complete their investigation. They will aim to respond to you within 10 working days. If they feel it may take longer than this to investigate, they will keep you informed. If you do not get a response within 8 weeks or you are unhappy with the resolution they have provided you have the right to contact the CISAS and request that they independently investigate your complaint.

### Raise your complaint with the ASDA Mobile Customer Services Team by:

- Calling [2732](tel:2732) from your ASDA mobile phone or [0808 006 2732](tel:08080062732) from any phone
- Emailing [Asda.mobile@help.vodafone.co.uk](mailto:Asda.mobile@help.vodafone.co.uk)

If you need help to raise your complaint, you can arrange for a friend or family member to do this for you, we'll just need to speak with you first of all to get your permission.

### ASDA Mobile Complaint Review Service

- Submit your complaint [here](#)
- Writing to: ASDA Mobile Complaint Review Service, ASDA House Executive Complaints Team, ASDA House, Great Wilson Street, Leeds LS11 5AD. Please include your:
  - contact details and how you would like us to respond to you
  - your ASDA Mobile number
  - details of the issue and the reason you are unhappy with how this was handled

If you have not had a response within 8 weeks or feel that your complaint has not been adequately handled at this stage, you can request an independent review from CISAS. You can contact them by:

- Phone - [+44 \(0\)20 7520 3814](tel:+4402075203814)
- Online - <https://www.cedr.com/consumer/cisas/complainnow/>

They are open Monday to Friday 9am to 5pm.

The government regulator of mobile operators may approve other similar Ombudsmen and if we choose to use these instead of CISAS we shall let you know. Please note that CISAS won't consider your complaint until you have followed the ASDA complaints procedure as detailed here.

## 21. How to tell us you want to cancel

To exercise your right to cancel, please let us know by doing one of the following:

**Telephone:** call us on 2732 from your ASDA mobile phone or +44 (0) 808 006 2732 from any other phone (free of charge)

**Email:** email us at [asda.mobile@help.vodafone.co.uk](mailto:asda.mobile@help.vodafone.co.uk). Please provide your details in the form set out below:

### **Model Cancellation Form**

To: ASDA Mobile, ASDA Stores Limited, ASDA House, Southbank, Great Wilson Street, Leeds LS11 5AD

Email: [asda.mobile@help.vodafone.co.uk](mailto:asda.mobile@help.vodafone.co.uk)

Telephone: call us on 2732 from your ASDA mobile phone or +44 (0) 808 006 2732 from any other phone (free of charge) I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumers(s),

Address of consumers(s),

Signature of consumers(s) (only if this form is notified on paper),

Date,

[\*] Delete as appropriate.

## 22. What words and phrases in these Terms mean

**"Billing Date"** means the date, linked to your allocated Payment Date, on which we generate your bill each month

**"Contract Information"** means the Contract Information document provided or made available to you before you offered to receive the Pay Monthly SIM-Only Service

**"Contract Summary"** means the one-sided Contract Summary document provided or made available to you before you offered to receive the Pay Monthly SIM-Only Service

**"Cooling-Off Period"** means the period of 14 (fourteen) working days from the later of: (a) the date we confirm that we have accepted your order; or (b) if you have chosen to receive a SIM card, the date you receive your SIM card, or if you have chosen to receive an eSIM, the date you activate your eSIM (as described in clause 3.6))

**"Early Termination Charge" or "ETC"** means the charge that you may have to pay to us in certain circumstances as set out in these Terms if you want to end your Service Agreement with us after the Cooling-Off Period but before the end of the Minimum Contract Period

**"eSIM"** means an embedded SIM or a digital SIM that allows you to activate the Pay Monthly SIM-Only Service without having to use a physical SIM card

**"Inclusive Allowance"** means the number or amount of minutes, texts and/or data that can be used by you each month as part of the Pay Monthly SIM-Only Service provided to you, as described in clause 5 and as set out in your Contract Summary and Contract information documents

**"Migration Date"** means (a) where technically possible, the date you request your service to be migrated to us from another provider; or (b) as soon as possible after we complete the migration of your services to us

**"Minimum Contract Period"** means the minimum term of the Service Agreement as explained in clause 4.1)

**"Network"** means the mobile phone network provided by our partner Vodafone UK and used by us

**"Payment Date"** means the date you have been allocated for paying your bill each month, as stated on your bill

**"Pay Monthly SIM-Only Service"** means the ASDA Mobile's pay monthly SIM-only service which is an airtime service that enables you to make or receive calls, to send and receive data, and to access the Internet, all by means of the Network, along with any additional services we agree to provide

**"Price Book"** the document detailing the charges that apply to the mobile services we provide to customers outside of your Inclusive Allowance

**"Service Agreement"** means these Terms together with the Contract Information, the Contract Summary, the Price Book, the Privacy Policy, and the Acceptable Use Policy and any other documents listed in clause 1.2)

**"SIM card"** means a physical card needed to access the Pay Monthly SIM-Only Service which is inserted into your mobile phone

**"Terms"** means these terms and conditions

"**We**", "**us**" or "**our**" means ASDA Mobile, part of ASDA STORES LIMITED, (a company registered in England under number 464777), whose registered office is at ASDA House, Southbank, Great Wilson Street, Leeds LS11 5AD, VAT number GB 362012792 and

"**You**" or "**your**" means the person using our site to buy goods and/or services from us.