LEGAL PAGE

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Syncera UK Ltd · registered in England and Wales, company number 17170367 · registered office 2 High Street, Poole, England, BH15 1BW

Your agreement with Syncera Mobile.

These are the terms of your mobile service. Your **contract summary** is the short version: price, what's included, how long it lasts and how to leave. Each plan has one, published at syncerauk.com/legal/mobile-contract-summary. It is part of this contract, and if anything here contradicts it, the contract summary wins.

1. Who you are contracting with.

Syncera UK Ltd, trading as Syncera Mobile, a private limited company registered in England and Wales, company number 17170367. Registered office: 2 High Street, Poole, England, BH15 1BW. VAT number 525 5889 53. Write to us at Syncera UK Ltd, 20 Wenlock Road, London N1 7GU, or email hello@syncerauk.com.

We are your communications provider and your contract is with us alone. We buy wholesale capacity from our wholesale supplier, and your service runs over a UK mobile network. Neither is party to this contract.

2. When this starts.

Before you pay, in our shop, through a link from one of our partners or at one of our stands, we give you the contract summary for your plan and the contract information, including how to cancel, and we send you a copy to keep. **You accept these terms, and your contract starts, when you pay.** If you have not had the contract summary, there is no contract.

3. What we give you.

A UK mobile service (calls, texts and data) on a SIM or eSIM, with the allowances on your contract summary, provided with reasonable skill and care. We cannot promise it is never interrupted: coverage varies with place, building, handset and how busy the network is, and any coverage map is a prediction. We may interrupt the service for maintenance or to protect the network, with notice where we can. If coverage where you live is no good, tell us: you can cancel within your 14 days (clause 7), or end it later (clause 8).

4. Allowances, fair use and charges.

Allowances reset each month; unused allowance does not carry over.

Fair use. On every plan, you can use up to 4,000 UK minutes and 2,000 UK texts a month. On Unlimited, up to 750GB of UK data a month. EU roaming is included on every plan, within your allowance, up to 20GB of data a month. We tell you before a limit bites, and we never charge you for going over one. Details: syncerauk.com/mobile/fair-use.

No charges outside your plan. We never charge you more than your monthly price. When a data allowance runs out, data stops until next month; we do not sell top-ups. We instruct our supplier to bar calls to 09, 118 and 087 numbers, and use outside the EU, on our SIMs.

5. Price and paying.

Prices include VAT: Essential £15.00 a month, Everyday £20.00 a month, Unlimited £25.00 a month, with your first two Unlimited payments at £15.00 each. You pay your first month when you order; it covers your

service until the end of that calendar month. After that, you pay in advance, by card, on the 1st of each month. If you use a discount code, its own conditions apply, and we show them to you before you pay.

Our payment provider handles card payments and screens them for fraud. It may block a payment it judges high risk; if that happens, contact us and a person will look at it. If a payment fails, we tell you and try again, with no fee. If it stays unpaid, see clause 10.

6. Changes.

We never apply inflation-linked or percentage price rises. If we change your price or these terms, including the fair use limits, we will tell you in writing at least one month (and never less than 30 days) before it takes effect, on a payment date, giving your current and new price in pounds and pence, and you can end this contract at no cost within one month of being told. If you do, it ends the day before the change, and we refund anything paid for after that, by the day. This does not apply to a change that only benefits you, is purely administrative with no negative effect, or is required by law; we will still tell you about it.

7. Changing your mind: 14 days.

You have **14 days** to cancel without giving a reason, however you signed up. They start the day after you pay. Your service starts when you pay: by paying, you ask us to start it straight away. If you cancel within the 14 days, you pay only for the days you had the service, and we refund the rest within 14 days, usually within 7. Tell us in any clear way: the form at syncerauk.com/mobile/cancel, the Syncera app, email, post or at a stand. Opening the SIM packet does not lose you this right.

8. Ending it after that.

There is no minimum term and no exit fee. End it whenever you like, in any of the ways in clause 7: tell us before your next payment date and it ends at the end of the month you have paid for, and we take no further payment. If you move to another provider with a PAC or STAC, your contract ends when the switch happens, and we refund the days you paid for after it. At least once a year we tell you our best deals for you.

We can end it with at least one month's notice, ending at the end of a month you have paid for; sooner if you seriously break these terms (clause 10). If we have to stop providing the service, we first try to have our wholesale supplier carry it on (clause 16).

9. Your number.

Bringing your number. Text PAC to 65075 from your old phone; your old provider must text you the code within one minute, free. Give it to us and the move should complete within one working day. A PAC lasts 30 days. This is free.

Leaving us. Ask us for a PAC (or a STAC, if you don't want to keep your number) and we send it free: by text, PAC to **65075** or STAC to **75075**, within one minute; in the Syncera app, straight away or by text within two hours; or by email to hello@syncerauk.com or at a stand, within one working day. Text INFO to **85075** to find out what leaving would cost. With your code we send what you would owe and any credit due back.

Compensation. If your number moves later than one working day after you give us your PAC, or is moved without your agreement, we pay £5 for each day until it is done or put right, up to one month's price of your plan. We credit it to your bill within 30 days, without you having to ask.

10. Using the service, and suspension.

Don't use the service to break the law, harass anyone, send bulk unsolicited messages, generate artificial traffic or harm the network, and don't resell it. You are responsible for your account; tell us if your SIM or phone is lost or stolen and we will bar it, and you are not responsible for charges after that.

If you don't pay or break these rules, we may suspend or end the service. We will warn you first and give you a chance to put it right (except for fraud or repeated non-payment), act proportionately, and limit any interruption where we can. **Calls to 999 and 112 keep working whenever technically possible.** If you are struggling to pay, tell us; see our extra help policy.

11. Emergency calls.

Calls to **999 and 112** are free and work even without an allowance. You can register for **emergency SMS**, and **emergency video relay in British Sign Language** is free. Your location is passed on automatically where technically possible; on a mobile network it is an estimate.

12. If we let you down.

Nothing here takes away your rights under the Consumer Rights Act 2015. We are responsible for foreseeable loss we cause by breaking this contract. We are not responsible for business losses or for events outside our reasonable control. We do not limit liability for death or personal injury caused by our negligence, for fraud, or where the law does not allow it.

13. Complaints.

Tell us by email to hello@syncerauk.com, with the form at syncerauk.com/contact, in the Syncera app, by post (Complaints, Syncera UK Ltd, 20 Wenlock Road, London N1 7GU) or at a stand. Our complaints code of practice explains how we handle it; we send it free on request, in large print, Braille or another format if you need.

If we have not resolved your complaint **six weeks** after you raised it, or we send a deadlock letter sooner, you can take it free to **CISAS**, an independent adjudicator approved by Ofcom. At six weeks we write to tell you how. If you accept CISAS's decision, we must follow it; if not, you can go to court. CISAS: 100 St Paul's Churchyard, London EC4M 8BU · 020 7520 3814 · cisas@cedr.com · cedr.com/consumer/cisas. These details are also in your contract summary and the Syncera app.

14. Your information.

We are the controller of your information. Our Syncera Mobile privacy notice, at syncerauk.com/legal/mobile-privacy, explains how we use it. To use your data rights, email privacy@syncerauk.com. We do not run credit checks or keep copies of identity documents.

15. Age.

You must be at least **18**, and the account must be in your own name.

16. Our supply chain.

- We sell this service for our own account, not as agent of our wholesale supplier or the network.
- If we fail to pay our wholesale supplier and don't put it right, the supplier may require you to pay it directly instead of us; you would be told in writing first and would never pay twice.
- This contract may be transferred to our wholesale supplier so that your service continues if our agreement with them ends. Your terms, price and rights would not change. You agree to this now.
- You authorise our wholesale supplier to give us information about your connection, billing and account, so we can bill you and answer your questions.

17. General.

These terms, your contract summary and the contract information are our agreement; where the summary differs, it wins. Anything we told you before you bought that the law treats as part of the contract also counts.

These terms are for consumers buying for their own use. If part of them is unenforceable, the rest applies. You may transfer the contract only with our agreement, which we won't refuse unreasonably. We may transfer this contract to another company, for example if we sell our business or our customers' contracts; your terms, price and rights stay the same, and we will tell you. Only you, we and, for clause 16, our wholesale supplier can enforce it. The law of England and Wales applies, and its courts have jurisdiction; if you live in Scotland or Northern Ireland, you can bring proceedings in your own courts and keep your local law's protection.

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