

LYCAMOBILE PAY MONTHLY (SIM ONLY)

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to the Service.

These Terms, the Customer's Services Agreement and their associated policies are issued for all consumer Customers that contract with Lycamobile for our Pay Monthly Services.

SUMMARY

Here is a summary of some important terms and conditions of the Customer's Services Agreement.

Before the Customer agrees to receive the Pay Monthly Service from Lycamobile, they will receive Contract Information and Contract Summary documents from us, explaining the key points of the proposed Services Agreement.

The Contract Information, Contract Summary, these Terms and the applicable policies form our Services Agreement. Please keep a copy of these Terms for future reference.

The applicable policies include the Lycamobile Privacy and Fair Usage Policies as set out by us at the applicable time and are also part of our Services Agreement. The policies are available at:

<https://www.lycamobile.co.uk/en/lycamobile-privacy-policy/>; and

<https://www.lycamobile.co.uk/en/terms-and-conditions/>.

When the Customer accepts their Services Agreement, they also accept that these additional terms and policies apply to their use of the Services.

Optional Add-On Services, offers, promotions may have additional terms applicable to them. If those are applicable, we will advise you of the terms and/or put them on our Website.

1. Changes to the Customer's Monthly Plan Charges – Each year the Customer's Monthly Plan will be subject to an annual change.

From 1 January 2026, the Customer's Monthly Subscription Charges will be subject to an annual increase by the Retail Price Index ("RPI") Rate plus an additional 3.9% which is applied at the same time. If the RPI Rate is zero or negative, we'll only apply the 3.9%.

RPI is a measure of inflation published by the Office of National Statistics (see <https://www.ons.gov.uk/>). It measures the change in the cost of a sample of retail goods and services. The increased amount will first apply to Customer's April 2026 bill. For example (RPI rates illustrative only):

Where the Customer's airtime tariff is £22.50 a month when their contract starts in September.

Year 1: On the Customer's first April bill the Customer would see the Customer's airtime tariff increase to £23.94 a month (where the RPI Rate announced in February before the RPI Change was 2.5%, plus the 3.9%) i.e. $£22.50 \times 1.064 = £23.94$; and

Year 2: On the Customer's next April bill the Customer would see the Customer's airtime tariff increase to £24.87 a month (where the RPI Rate announced in February before the RPI Change was -1.5%, meaning we only applied the 3.9% increase), i.e. $£23.94 \times 1.039 = £24.87$.

The Customer must pay the Charges for the Services they have subscribed to and/or use every month by the date on their bill. Lycamobile may charge fees if the Customer is late in paying as described at clause 6.13. The Customer must pay us by direct debit or credit card.

Lycamobile may ask the Customer to pay a deposit before allowing use of the Services. The Allowance as specified in your Plan will cover items such as mainland calls, texts and data/Internet access in the United Kingdom, the EU and other selected destinations, except if the Customer is on a data-only (Mobile Broadband) tariff where data can only be used in the UK.

Special numbers and services (such as premium rate numbers and certain numbers starting 07 and 08) are not included. Please see our Tariff Terms and Website for more details about specific tariffs and Charges outside the Customer's Allowances.

2. Changes to other charges, the Services or this Services Agreement

Aside from the annual change to the Monthly Subscription Charges referred to in paragraph 1 above, Lycamobile may change our other charges, the Services or the Services Agreement at any time.

Subject to the exceptions explained below, if Lycamobile changes the charges, Services or the Services Agreement and the changes are not exclusively to the Customer's benefit, we will give Notice to the Customer and inform the Customer of their right to cancel without paying an Early Termination Charge in accordance with clause 4.7 (right to terminate) of the Terms. For the avoidance of doubt, the annual change to the Monthly Subscription Charges referred to in paragraph 1 above, will not provide the Customer with a right to cancel the Services Agreement.

The Customer will not be entitled to cancel their Services Agreement during the Minimum Period without paying an Early Termination Charge when Lycamobile are:

- (i) making changes that are exclusively to the Customer's benefit or will not cause the Customer a substantial detriment, like changes permitted under this Services Agreement; or
- (ii) obliged by the law to make some changes, including passing-on cost increases. We will notify the Customer every time in accordance with clause 4.6 of the Terms.

The Customer will be entitled to cancel an Optional Add-on Service if we are making changes to it. The cancellation right will only apply to the Optional Add-On Service we are modifying.

3. The Cooling-Off Period – when the Customer can change their mind

If the Customer changes their mind about their purchase of the Services, they may be entitled to cancel the Services Agreement within fourteen (14) days as per the Contract Summary and clause 4.1 of the Terms. The Customer agrees that Services and charging for them will begin immediately from the date of their acceptance of the Services Agreement for their Monthly Plan, as represented by the Customer accepting the terms at the checkout.

The Customer will still have to pay for any calls, texts, data and other Charges (including those for the Monthly Plan) the Customer has incurred during the Cooling-Off Period as defined in clause 4.1.

The Customer's Minimum Period and ending the Customer's Services Agreement

The Customer's Monthly Plan has a minimum term called a Minimum Period, which could be as short as one calendar month from the date of purchase by the Customer. After the Minimum Period, the Customer can end the Services Agreement by giving Lycamobile Notice (unless any other statutory or regulatory rules apply) and the Customer will have to pay Charges incurred during this Notice period.

Unless specified otherwise (such as in the Customer's Tariff Terms), if the Customer wants to end the Services Agreement during the Minimum Period or we end the Services Agreement as a result of the Customer's serious breach, then the Customer will have to pay an Early Termination Charge which amounts to no more than the Customer's Monthly Plan Charges multiplied by the number of months left in the Customer's Minimum Period, including VAT (calculated at the prevailing rate), explained below.

How we calculate Early Termination Charges

We add together Monthly Plan Charges the Customer has agreed to pay (including any monthly recurring discounts the Customer is entitled to but not including one-off discounts received) for the Services for the remainder of the Customer's Minimum Period. This includes VAT at the prevailing rate. We then take off 4% for early receipt of payment to get the final charge the Customer owes us.

Examples of Early Termination Charges:

Example 1: The Customer has a 12-month Monthly Plan costing £21 a month (including VAT) and decides to disconnect after six months. This means the Customer will pay an Early Termination Charge for the last six months of the contract.

The Customer's Early Termination Charge is calculated as $6 \times £21$, which gives an Early Termination Charge of £126.00. We then take 4% off that figure making the final Early Termination Charge £120.96.

Example 2: The Customer has a 12-month contract costing £20 a month (including VAT) and decides to disconnect after nine months. This means the Customer will pay an Early Termination Charge for the last three months of the contract.

The Customer also has a £5 recurring monthly discount applied to the Charges which means the Customer pays £15 a month (including VAT).

The Customer's Early Termination Charge is calculated as $3 \times £20$, minus $3 \times £5$. This gives an Early Termination Charge of £45.00. We then take 4% off that figure making the final Early Termination Charge £43.20.

4. The Services we supply to the Customer

The Network and Services we provide rely on radio signals and electronic equipment, including equipment owned and operated by third parties. They are therefore variable in nature and are not fault-free; a range of different geographic, atmospheric or other conditions or circumstances beyond Lycamobile's control can impair them. For instance, coverage supporting our Services 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 Services at the same time. We use reasonable skill and care in providing the Customer with the Services and will attempt to re-perform disrupted Services when possible. For more information about the things that affect coverage and data speeds, please look at the dedicated Network pages of our Website at <https://www.lycamobile.co.uk/en/help/coverage-and-services/>. Our Services aren't available everywhere in the United Kingdom, the EU or other destinations. The Customer should check predicted Network coverage in the Customer's area on our Website. Details are in clause 2 of the Terms.

5. What we expect of the Customer

We may end the Services Agreement if the Customer does not pay any charges that are due or if the Customer is bankrupt. We can also end the Services Agreement with the Customer where we believe that they are using the Service fraudulently, illegally or in a way that harms our Network or the experience of others (for example, by breaching our Fair Use Policy, or for commercial use (amongst other things)).

6. How we use the Customer's information

We will collect information about how the Customer uses our Services and third-party services the Customer uses in conjunction with our Services, including for example the Customer's location and account activity, to enhance the Customer's overall experience with us and make it more relevant to the Customer. We may use and analyse the Customer's personal details to help us run the Customer's Service(s) and Account, including for credit checks and fraud prevention. We may share and combine that data and the Customer's information with carefully selected third parties for all those same reasons. The Customer's information is treated in accordance with our Privacy Policy, which can be viewed here: <https://www.lycamobile.co.uk/en/lycamobile-privacy-policy/>.

8. Features for end-users with disabilities

Information in support of our services is available in alternative formats. If you would like access to information from us in an alternative format, please call us via your Lycamobile SIM on 0207 132 0322 or visit <https://www.lycamobile.co.uk/en/help/contact-us> for further details of what alternative formats are available.

LYCAMOBILE UK PAY MONTHLY TERMS AND CONDITIONS

1. THE MEANING OF SOME OF THE WORDS AND INTERPRETATIONS

1.1 In these Terms and Conditions, some of the words are capitalised and those words have the following meaning:

“Account”: The mobile telephone account registered by the Customer that we use to provide the Products and Services to the Customer and to administer the Customer’s Personal Data;

“AIT”: Artificially Inflated Traffic, which occurs where the flow of calls, texts, or data, which could be in connection with a revenue share service, is disproportionate to the flow of calls, texts or data that would be expected from good faith consumer use of the Network;

“Allowance”: The amount of the Services which the Customer is entitled to use under the subscription charges of their Monthly Plan, in accordance with the rates specified in the Contract Summary;

“Charges”: The tariffs and rates applicable from time to time for the use of the Services, including any monthly subscription, connection fees and special offers and any Optional Add-On Services. The current applicable tariffs are available at <http://www.lycamobile.co.uk/rates>;

“Content”: The 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;

“Contract Information”: The Contract Information document provided or made available to the Customer before the Customer offered to receive the Service;

“Contract Summary”: The Contract Summary document provided or made available to the Customer before the Customer offered to receive the Service;

“Cooling-Off Period”: 14 period during which the Customer can cancel immediately after the date of purchase of their Monthly Plan;

“Customer”, “you” or “their”: The customer as a personal consumer who this Services Agreement is made with and includes any person that we reasonably believe is acting with the Customer’s authority (including using the Customer’s Account);

“Customer Service”: The customer service department, which the Customer can contact for all questions relating to the Services, accessed by calling 322 using their Lycamobile SIM or 0207 132 0322 from another network phone or +44 207 132 0322 from abroad;, through the Website at <https://www.lycamobile.co.uk/en/help/contact-us>, or by sending an email to cs@lycamobile.co.uk.

“Fair Use Policy”: The policy that we present to the Customer that details what is the acceptable use of the Services. More details on the Fair Use Policy can be found here: <https://www.lycamobile.co.uk/en/roaming-within-eu-countries/>;

“EU and selected destinations”: The countries and territories of the European Union and other selected countries or territories where Lycamobile Services may be available as listed on our Website.;

“GSM Gateway”: Any software or device (not designed or adapted to be capable of being

used whilst in motion) designed or adapted to be connected by wireless telegraphy to the Network or the cellular telecommunications system of another Network operator and used solely for the purpose of sending or receiving messages conveyed by means of the Network or the cellular telecommunications system of another Network operator;

“IP Rights”: copyright, trademark and other relevant proprietary and intellectual property rights relating to Content;

“Minimum Period”: The minimum duration for the Services as selected by the Customer for their Monthly Plan and on which their Charges are based starting from the day on which the Customer entered into their Services Agreement;

“Monthly Plan”: A bundle containing a fixed number of Services, including for domestic and international voice calls, SMS and data and Internet access services chargeable against a “Pay Monthly tariff”;

“Monthly Rollover Contract”: A Services Agreement that the Customer has consented to automatically recur each time the Customer’s Minimum Period expires;

“Network”: The mobile communications network as provided or made available by Lycamobile and used by the Customer;

“Notice”: notice given in accordance with clause 5;

“Optional Add-On Service”: any additional Service(s) as offered by Lycamobile that the Customer chooses to purchase on top of their Monthly Plan which rely on the Customer continuing to have a subscription to the Services;

“PAC”: A Porting Authorisation Code;

“Personal Data”: The personal information that the Customer provides to Lycamobile or that Lycamobile generates, collects, uses, processes and stores about the Customer while providing the Services, including the Customer’s name, address, date of birth, mobile telephone number, call data records including traffic and location data, direct debit, or payment card details, billing records, voice mail recordings, copies of e-mails including the Customer’s e-mail address, and records of Customer Services of enquiries made by the Customer;

“Privacy Policy”: The Lycamobile Privacy Policy available at <https://www.lycamobile.co.uk/en/lycamobile-privacy-policy/>;

“International Roaming Services”: the mobile communication services giving the Customer access to the Services while outside of the United Kingdom that are provided using telecommunications systems of a third-party foreign network and subject to the availability, coverage and capabilities of that network;

“Service” or “Services”: The mobile communications airtime service that enables the Customer to make receive all or some of the following: domestic and international calls, sending and receiving SMS, sending and receiving data, and access the Internet, all by means of the Network, along with any Optional Add-On Services we agree to provide;

“Services Agreement”: The contract between Lycamobile and the Customer comprising of these Terms, the Contract Summary, Contract Information and Pay Monthly tariff, the current chargeable usage rates updated and published on the Website, the Privacy Policy, the Fair Use Policy, and any other relevant term specified on our Website;

“**STAC**”: A Service Termination Authorisation Code;

“**SIM Card**”: A SIM card containing a microprocessor that facilitates access to the Services provided by us;

“**Terms**”: these Lycamobile Pay Monthly (Sim Only) General Terms and Conditions;

“**Spending Cap**”: The maximum amount as set as a default or as specified by the Customer corresponding to the Services used which the Customer is allowed to spend per month, on top of the Services included in the Allowance;

“**We**”, “**us**”, “**our**” or “**Lycamobile**”/ “**Lycamobile**”: Lycamobile UK Limited (Company Number 05903820) (VAT Number GB 893 5384 77) with its registered office located at 3rd Floor, Walbrook Building, 195 Marsh Wall, London E14 9SG;

“**Website**”: The website of Lycamobile at: <https://www.lycamobile.co.uk>.

- 1.2 A reference to legislation or legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.5 A reference to "this Services Agreement" or to any other agreement or document is a reference to this Services Agreement or such other document, in each case as varied from time to time.
- 1.6 References to clauses are to the clauses of this Services Agreement.
- 1.7 Each of the clauses in the Terms, and the Services Agreement operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

2. WHAT THE CUSTOMER CAN EXPECT OF THE SERVICES

- 2.1 Lycamobile will begin providing Services to the Customer from the date this Services Agreement is made between us and the Customer and on the basis that the Customer passes a credit check. Lycamobile will then open an Account in the Customers name and apply Charges to it.
- 2.2 Lycamobile will provide the Services to the Customer, and the Customer will be entitled to the quality of Service generally provided by a competent telecommunications service provider exercising reasonable skill and care. However, the Service is not fault free and we will not be liable to the Customer if it is impaired by geographic, atmospheric, Network traffic or other conditions or circumstances beyond our control, including the following:
 - 2.2.1 The Service is subject to Network coverage limits and is not available in all parts of the United Kingdom, the EU and other selected destinations which are subject to Lycamobile’s Fair Use Policy. See clause 3 for more information about our 5G network coverage and services; and

- 2.2.2 The Network may from time to time require upgrading, modification, maintenance or other work in whole or in part which may result in partial or complete non-availability of the Service to the Customer.
- 2.3 The quality of our Services depends on the quality of the mobile device that the Customer uses.
- 2.4 Occasionally the Network and Services may not be available due to works for improvement, modification, maintenance or other activities to improve or otherwise develop the Network or Services. At such times, Services may be temporarily unavailable and Lycamobile shall use reasonable endeavours to keep any period where the Services are unavailable to a minimum.
- 2.5 Lycamobile offers International Roaming Services but as they are reliant on a third-party network not under our control, we cannot guarantee their uninterrupted availability or the quality offered at any given time. Use of such Services is subject to our Fair Use Policy on International Roaming.
- 2.6 Lycamobile will use reasonable endeavours to provide Services that are of satisfactory quality. If the Services are temporarily interrupted, the provisions in clause **Error! Reference source not found.** would apply. We are not liable to the Customer for any loss or inconvenience not attributable to Lycamobile that is not caused by us but is caused by the Customer, or by any action of a third party, including fraud, deception and/or non-payment, unless we instructed the third party to do so. In such cases, the Customer shall contact the retailer from whom the SIM card was purchased and request a refund.
- 2.7 It is Lycamobile's policy not to intentionally disconnect any call, however, calls may be disconnected for reasons beyond our control, including force majeure, carrier failure, technology failure or human error.
- 2.8 Mobile devices may cause interference to certain types of sensitive equipment, such as medical devices, aircraft, etc. It is essential that any instructions of the persons responsible for such equipment relating to mobile device use are strictly followed. We cannot be held responsible for any form of damage caused by failure to follow these instructions.
- 2.9 The Customer can ask us to include the Customer's mobile phone number in a telephone directory and/or a directory enquiry service. However, the Customer should know that if the Customer requests this service, the Customer's number will be visible to companies that use such information for marketing purposes. If the Customer is worried about this, the Customer can stop most marketing calls they are not expecting by registering the Customer's mobile phone number with the Telephone Preference Service at tpsonline.org.uk. If the Customer wants their mobile phone number to be included in a directory and/or a directory enquiry service, please tell Customer Services.
- 2.10 We shall provide the Customer with free access to emergency services, as well as making information on the location of the person making the call available to the emergency services, depending on the capacity of the systems in the area the Customer is located, at the time of calling these services, and the capacity of the Network Operator supplying the lines to us.
- 2.11 The Service enables access to Content which may be chargeable. The Customer may use Content only in a way that doesn't infringe the intellectual property rights of others. Intellectual property rights include copyright, trademark and other relevant proprietary and non-proprietary intellectual property rights relating to Content; The Customer must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than in a way that does not infringe the intellectual property rights of others.

- 2.12 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 (see clause 4.7 for rights the Customer may have if variations are likely to materially disadvantage the Customer). If, as part of the Customer's Services Agreement, we enable the Customer to access Content that is supplied by a third party and is subject to their terms and conditions ("Third Party Content"), we are not responsible for any changes made by that third party to the Third Party Content, or for giving the Customer Notice of those changes as such changes are outside our control and we may not be aware of them. The Customer will not have a right to cancel the Services Agreement during the Customer's Minimum Period because of changes to Third Party Content without paying an Early Termination Charge.
- 2.13 The Customer is 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 the Customer pays for that Content, or those goods or services using our Services. Unless otherwise agreed by us in writing, we will not be responsible for any transaction for third party goods and services, unless we're negligent.
- 2.14 At the end of any Minimum Period this Services Agreement will continue until it is ended by the Customer giving us not less than one month's notice or is ended by us in line with clause 4 of these Terms.
- 2.15 When the Customer accepts their Monthly Plan and these Terms, the first day of the Services Agreement shall be called the "Monthly Plan initial purchase date" and it will expire at 23:59 the day before the corresponding day next month. The Customer shall choose their billing date from the options provided by Lycamobile. Where the initial purchase date is on a day not contained in the next month, the Customer's Plan will expire on the closest possible day in that month and (if the Customer has a Rollover Monthly Plan) will start the next day. For example, it will run until 23:59 on 28 February and (if the Customer has a Rollover Monthly Plan) will start again on 1 March.
- 2.16 We are not responsible for your (or any third party) content or data and we recommend that you back up any content and data used in connection with the Services, to protect yourself in case of problems.

3. 5G SERVICES

- 3.1 Where available, the Customer will be able to access our 5G services in the UK subject to enabling 5G services via their Lycamobile Account settings, having a 5G-enabled device and as well the Customer may need to enable 5G within the settings on the Customer's device and having the appropriate operating system and software to support 5G services. The Customer must follow any instructions we send the Customer about accessing our 5G Services.
- 3.2 5G services may be affected by the number of people using the 5G service, maintenance and upgrades, faults from other networks, the weather or other technical and/or environmental factors. For more information about the 5G service, please visit our Website.
- 3.3 The Customer should check the Lycamobile Network coverage checker at <https://www.lycamobile.co.uk/en/help/coverage-and-services/> before enabling our 5G services in the Customer's account settings. This is an indication and prediction of outdoor coverage, but coverage may vary depending on time and location. Data reception and speeds may not be as good indoors or in a vehicle. Radio-based mobile technologies can 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.
- 3.4 Customers with a 5G subscription and a suitable device can access Lycamobile 5G services

via our 5G network whenever they are in a 5G coverage area. The Customer will still be able to access 4G and 2G networks when outside of 5G coverage data over these networks as usual.

- 3.5 When 5G services are available, the Customer can enable 5G on the Customer's account by visiting the Customer's Account settings and selecting to enable 5G.
- 3.6 The Customer's data Allowance will be used for all our different types of mobile data (for example 2G or 4G areas) and will not differentiate between the types of mobile data the Customer is using.

4. ENDING THIS SERVICES AGREEMENT

- 4.1 The Customer's right to cancel the Services Agreement during the Cooling-Off Period.
 - 4.1.1 The Customer can cancel the Customer's acceptance of these Terms and Conditions at any time up to fourteen (14) days from the date of the order acknowledgement email from Lycamobile (the "Cooling-Off Period") if the Customer cancels in accordance with our cancellation policy or provides Notice. This is in addition to any statutory or regulatory rights the Customer may have.
 - 4.1.2 The Customer agrees that we will have started providing the Services to them before the expiry of the Cooling-Off Period, and as we have partially provided the Customer with the Services when the Customer decides to cancel, we can decide to:
 - (a) Charge the Customer an amount proportional to the Services supplied to the Customer; or
 - (b) deduct such cost for those services from any refunds due to the Customer.
 - 4.1.3 If the Customer decides to cancel the Services Agreement during the Cooling-Off Period, the Customer can do that by making a clear statement to us which can be done by contacting us via <https://www.lycamobile.co.uk/en/help/contact-us>, or sending an email to cs@lycamobile.co.uk, before the end of the Cooling-Off Period.
- 4.2 After the Cooling-Off Period, you may cancel your Services Agreement:
 - (a) for convenience, by giving Notice. We will terminate the provision of the Services on the date chosen by you. If you don't indicate a date, then we will terminate the Service upon a notice period of not less than thirty (30) days. We shall send Notice to you indicating the termination date of the Services Agreement and you will have to pay any charges incurred for our Services provided to you during this notice period;
 - (b) if we break a material term of this Services Agreement which completely restricts our ability to provide you with the Service and we don't correct it within seven (7) days of receiving your complaint;
 - (c) if we go into liquidation or a receiver or administrator is appointed over our assets; or
 - (d) during the Minimum Period unless otherwise specified, and if you end this Services Agreement during any Minimum Period or we end this Services Agreement under clause 4.3.1 (a) - (e) and (g) of the Terms by giving Notice under clause 5, then you must pay an Early Termination Charge,

as well as any other Charges that may be due.

4.3 Our right to cancel the Services Agreement at any time:

4.3.1 As well as any other rights we have, we can end the Services Agreement at any time, with immediate effect if:

- (a) the Customer does not pay Charges when they are due. This includes any deposit we've asked for;
- (b) the Customer breaks the Services Agreement in any material way, and the Customer does not correct the situation within seven (7) days of us asking the Customer to;
- (c) we reasonably believe that the Service is being used in a way that is forbidden as detailed in clause 4 of these Terms or in breach of the Fair Use Policy, even if the Customer does not know that the Service is being used in such a way;
- (d) the Customer is in breach of clause 7.7 or the Customer persistently behaves in a way that would allow us to suspend or cancel the Customer's Services Agreement in accordance with clause 7.9 of the Terms;
- (e) we reasonably believe that the Customer is infringing or have infringed our IP Rights or the IP Rights of a third party;
- (f) the Customer is the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or
- (g) the Customer refuses to return or unreasonably delay in returning any payment, refund or credit that has been made to the Customer in error or for the incorrect amount.

4.3.2 If Lycamobile determines that the Personal Data the Customer provides is false, in line with clause 7.7, Lycamobile shall have the right to suspend, partially or fully, the Customer's access to the Services and/ or terminate their Services Agreement without prior notice and with immediate effect. If Lycamobile terminates the Services Agreement for this reason, the Customer's SIM Card will be deactivated. If the SIM Card is deactivated, the Customer's specific telephone number will be reallocated to another Customer, the Customer will not be able to access or use the Services, and the Customer will not be entitled to a refund of any credit balance in the Customer's Account.

4.4 If the Customer obtains a STAC from us and it is used by the Customers' new provider, it will immediately terminate this this Services Agreement and an early Termination Charge may apply.

4.5 We may be required to make changes to these Terms and Conditions. Where we make changes to the Charges, Services, or this Services Agreement where no right to cancel arises under clause 4.7 of the Terms, we will update our Website where appropriate. The latest version of the Services Agreement applicable to the Customer will be available on our Website so please check the Website regularly for updates. Where we consider it appropriate, we may also inform the Customer by electronic message, SMS, post or email of any changes we make to the Services Agreement and/or send the Customer a link to the updated Agreement.

4.6 Your right to cancel without incurring an early termination fee will not apply if we make any

changes to the Charges, Services, or these Terms and Conditions that are exclusively to your benefit or for any of the following reasons:

4.6.1 the change is due to a change in law (including a change required by government or a competent regulatory body) that applies to us and/or the Services we provide. This includes any increase in the rate of VAT, the imposition of new tax or the extension of an existing tax that has not been previously applied; 4.5.2 the change is purely administrative and has no negative effect on you; or

4.6.2 we have a legal or regulatory obligation to pass on cost increases.

4.7 If we do make a change to our other charges, the Services or this Services Agreement and the changes are not exclusively to your benefit, we will provide you with Notice of this and inform you of your right to cancel without paying an Early Termination Charge in line with this clause 4.6. For the avoidance of doubt, the annual change to the Monthly Subscription Charges will not provide you with a right to cancel this Services Agreement.

4.8 If the changes we make relate only to an Optional Add-on Service, as described in clause 6.1, provided by a third party, any cancellation right will be limited to that Optional Add-on Service.

4.9 Where we have the right to suspend the Services and we have duly given Notice to the Customer and the breach has not been remedied, the temporary suspension will last a maximum of ninety (90) days within an annual period.

4.10 Any refunds granted under this clause 4 will be made using the same payment method used to enter into the Services Agreement unless the Customer has expressly agreed otherwise. The Customer will not have to pay any fees for the service.

4.11 Refunds, as described in this clause 4, will be made without undue delay following us receiving the Customer's Notice of the cancellation.

5. NOTICE

5.1 Any type of notice related to this Services Agreement, unless otherwise specified, must be:

5.1.1 by the Customer in writing and delivered by: hand; sent by pre-paid post, to us at the address on the Customer's bill; or be delivered through the 'Contact Us' section of our Website. The Customer will need to tell us the Customer's full name, address, account number and Mobile Phone number when sending notice through the 'Contact Us' section of the Website; and/or

5.1.2 by us in writing by post or email to the Customer at the most recent address the Customer has given us (and the Customer must keep us updated if the Customer's details change), or by SMS, bill communication, electronic message, and Website notification or other method of written notification which we may reasonably use to communicate with the Customer.

5.2 If the Customer needs to contact Customer Service please visit the Website and click on 'Contact Us'.

- 5.3 If you need to contact Customer Service, please visit the website and click on 'Contact Us'. Alternately you may contact Customer Services using the following methods:
- by phone: calling 322 using their Lycamobile SIM or 0207 132 0322 via another network or +44 207 132 0322 from abroad;
 - by email: cs@lycamobile.co.uk;
 - by post: Complaints Department, Lycamobile UK Limited, 3rd Floor, Walbrook Building, 195 Marsh Wall, London E14 9SG; or
 - or through the Website at <https://www.lycamobile.co.uk/en/help/contact-us>.
- 5.4 If you want to complain about our Service, please contact Customer Services. You can find out more about our complaints process in our Customer Complaints Code of Practice which can be found at <https://www.lycamobile.co.uk/en/code-of-practice>. If we are unable to resolve your complaint, you may, depending on the nature of your complaint, be entitled to ask the Ombudsman to consider your complaint for you. Their website address is: <https://www.cedr.com/consumer/cisas/>. They offer a free, independent service but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. You can check our Website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions.

6. CHARGES FOR OUR SERVICES

- 6.1 The Customer pays for the Services and any additional Optional Add-on Service under a Monthly Plan.
- 6.2 The Customer will have a default Allowance limit to use in addition to the Allowances for each Service, depending on their Monthly Plan. Once 80% of the Allowance of a Service has been reached, we will provide a usage notification to the Customer.. Once all of an Allowance included in the Monthly Plan has been consumed (data, minutes for calls and/or SMS), we will notify the Customer, that the limit of the Allowance has been reached. We allow the Customer to continue using our Services until the Spending Cap is reached. In such event, we will notify the Customer, that the limit of the Spending Cap is reached. After this Spending Cap is consumed, the Customer must either change their spending cap via the App, website or contact Customer Service or pay such amount to request another Spending Cap or Optional Add-on Service in addition to the Monthly Plan and any other Optional Add-On(s) already purchased. The rates for data, minutes for calls and/or SMS consumed outside the Allowance is in the applicable Monthly Plan tariff.
- 6.3 The Customer may purchase an Optional Add-On Service. Charges for Optional Add-on Services will be charged on top of the Customer's Monthly Plan.
- 6.4 Premium and short number calls or SMS-texts are not included in the Allowances and will be charged at their specific tariffs. Please see the tariff details as set out on the Website for more details about specific tariffs and Charges outside of the Customer's Allowance.
- 6.5 Unless otherwise stated, if the Customer does not use all the Services included in their Allowance under a Monthly Plan in the relevant month, any remaining Services included in the Allowance will expire and shall be forfeited. They cannot be transferred, refunded, exchanged, redeemed for cash or carried over into another month.
- 6.6 In the Customer's first bill, the Customer will be charged the Customer's first and second month of the Monthly Plan. The Customer's first bill may also include a prorated amount

from the date the Customer accepted this Agreement to the date of the Customer's first bill.

- 6.7 We may charge additional fees for International Roaming Services, as specified in the Contract Summary and subject to the Acceptable Use Policy for International Roaming Services.
- 6.8 In the case of any delay or non-payment beyond the due date exceeding we reserve the right to the temporary suspension of the Services or cancellation of the Services Agreement as set forth in clause 4. In order to restore the Services, the Customer shall have to apply for reactivation of the connection, after making the due payment and the applicable connection charges.
- 6.9 Unless otherwise specified, if the Customer ends this Services Agreement during any Minimum Period or we end this Services Agreement under any of clauses 4.3.1(a)-(e) and (g) of the Terms the Customer must pay us an Early Termination Charge, as detailed in clause 6.10, as well as any other Charges that may be due. One-off discounts will not be included in the Early Termination Charge calculation.
- 6.10 The Customer must pay us a fee of no more than the Customer's Monthly Subscription Charges multiplied by the number of remaining months up to the end of the Minimum Period, including VAT (calculated at the prevailing rate) and minus 4% for early receipt of payment ("**Early Termination Charge**") as well as any other Charges that may be due. One-off discounts will not be included in the Early Termination Charge calculation. If the Customer pays us the Early Termination Charge in a single payment we may reduce the amount due by a rate determined by us. This doesn't apply if the Customer ends this Services Agreement for the one of the reasons in clauses 4.1, 4.7 or 4.8 of the Terms.
- 6.11 Detailed charging information can be found on our Website and in our Tariff Terms. Subject to clause 3, clause 4, clause 5 and clause 6.2 we may vary our charges at any time.
- 6.12 From 1 January 2026, the Customer's Monthly Subscription Charges will be subject to an annual change. The Customer's Monthly Subscription Charges will increase by the RPI Rate plus an additional 3.9% which is applied at the same time and will first appear on the April 2026 bill following the announcement of the RPI Rate in the preceding February. If the RPI Rate is zero or negative, we'll only apply the 3.9%. We will publish on our Website the relevant RPI Rate as soon as it becomes available.
- 6.13 The Customer must pay the Charges on the Customer's monthly bill by the date stated on it. For any overdue payments we may charge interest at 2.25% per annum above the base lending rate from time to time of HSBC Bank Plc. 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. Further information about any such fees will be posted on our Website.
- 6.14 We will set a Spending Cap on the Customer's account as a default or when the Customer chooses a limit. We'll try to monitor usage of the Service through the Customer's Account to control our credit risk and the Customer's exposure to fraudulent usage or unintended Charges caused by the Customer's usage, but we can't guarantee this, and Lycamobile is not responsible or liable for any such fraudulent usage. If we see usage on the Customer's account that causes us concern, we might restrict use of a Service on the Customer's SIM Card and/or bar the Customer's SIM Card. If we do so, the Customer will need to contact us before the Customer can use any of the chargeable aspects of the Service again. The Customer may also have to make an interim payment before the Service can be restored.
- 6.15 If we see an unusual pattern of payments or behaviour on the Customer's 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 the Customer's SIM Card and/or the Customer's ability to make payments. If we do so, the Customer will need to contact us before the Customer can continue to use our Services or make payments as normal.

- 6.16 We will allow the Customer to either select a mobile telephone number from a range of options; be allocated a mobile number for use or to port their number from their previous provider by providing Lycamobile with the PAC or STAC as issued by their previous mobile communications provider. The mobile number does not belong to the Customer and may be transferred to another service provider only in certain circumstances. The details on mobile number portability are available on our Website and from Customer Services.
- 6.17 The Customer should keep their SIM Card safe and the Personal Unlocking Code secret even when and if the Customer is not using it. The Customer is liable for all Charges incurred under their Services Agreement whether by the Customer or anyone else using the Customer's SIM Card (with or without the Customer's knowledge). The Customer must pay the Charges to us or anyone else we ask the Customer to pay on our behalf.
- 6.18 Instructions for using the SIM Card may change because of the use of new technologies and will be explained by the device manufacturer in the relevant "user manual".
- 6.19 We will only agree to replace a SIM Card when it is found to be defective due to faulty workmanship or design. We can, at our discretion, charge you for replacement of a SIM Card where misuse, damage or loss of the original SIM Card has occurred and where we specify such a charge as part of our pricing. In addition, we reserve the right to withdraw a SIM Card under any of the situations set out in clause 7.7. The Customer must inform us if the SIM Card has been damaged.
- 6.20 We require the Customer to pay the Customer's Charges by direct debit unless we tell the Customer otherwise. An additional Charge may apply if the Customer does not pay by direct debit. We will set out the amount of any such charge on our Website. If the Customer is paying via a credit or debit card the Customer authorises the payment card company to give us and, on a strictly confidential basis, to our sub-contractors and/or agents, details about the Customer's payment card account if it's necessary in connection with the Services Agreement. The Customer also authorises them to let us know if the Customer's payment account is terminated or suspended at any time.
- 6.21 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.
- 6.22 There are minimum call Charges; see our Tariff Terms and Website for details of these and other Charges.
- 6.23 Further detail about how we measure, and charge, is set out in our Tariff Terms which shall take precedence in the event of inconsistency with this clause 6. 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 the Customer's bill, with the VAT part of the charge being rounded down to the nearest penny.
- 6.24 The Tariff Terms explain if, when, and to which available tariffs the Customer may be able to move.
- 6.25 Roaming tariffs apply when the Customer's SIM Card is used to make or receive calls, send or receive SMS, or use data outside of the UK.

6.26 Unless otherwise stated, a one minute minimum call Charge will apply to all chargeable calls. All calls are charged in one second increments after the first minute.

6.27 Charges include VAT unless otherwise stated.

7. WHAT WE EXPECT OF THE CUSTOMER

7.1 A SIM Card will be issued to the Customer on a non-transferrable basis, subject to the following conditions:

7.1.1 The Customer must be 18 or over to accept these terms.

7.1.2 The information provided by the Customer is true, genuine and accurate and nothing material has been withheld. Providing false details may result in termination or suspension of the Services Agreement. We reserve the right to have such information verified.

7.1.3 Any and all Lycamobile SIM Cards shall remain the property of Lycamobile, and you are not entitled to resell or distribute the SIM Card or the Service to anyone else.

7.1.4 The Customer shall not be issued with more than 4 replacement SIM Cards in total per account.

7.1.5 The Customer shall provide such further information as we may reasonably require fulfilling any compliance requirements.

7.2 The Customer must comply with these Terms and Conditions, our Privacy Policy, Fair Use Policy and any other supplemental terms and conditions which may be set out in marketing material or on our Website from time to time.

7.3 In case of non-payment, we will send a written reminder to the Customer. If the Customer does not pay within the notified deadline, we may, after providing the Customer with a formal warning, put in place a “minimum service”, that only allows the Customer to call emergency services, to only receive incoming calls or might switch the Customer to a prepaid tariff. A new reminder will be sent to the Customer, inviting the Customer to pay within the specified term. If the Customer does not pay within this new term, we may fully suspend the Services and unilaterally terminate the Services Agreement by Notice and apply any relevant termination fee.

7.4 In case the breach or lack of payment only affects the internet service or Optional Add-On services, the suspension would only affect these two mentioned services.

7.5 The temporary suspension of the telephone services will not affect the possibility to receive incoming phone calls or to make emergency calls to the emergency numbers established by the public authorities.

7.6 The suspension shall end when we ascertain that the Customer has fulfilled the Customer’s obligations. The suspension of the Service does not exempt the Customer from any of the Customer’s obligations in this Services Agreement. The Customer shall have the rights indicated by the legislation in force unless the disconnection is contributed to by the Customer. The Customer warrants that the Customer’s credit or debit card and bank account details registered with us are true. If these change, the Customer must communicate that to Customer Service without reasonable delay.

7.7 Upon activation of a SIM Card, the Customer will be required to register the Customer’s Personal Data with Lycamobile, such as the Customer’s name, address, date of birth, credit

card or debit card details. The Customer must give us Notice of any changes to the Customer's Personal Data so that the data we maintain is up to date. The Customer must also inform us if the SIM Card has been damaged.

- 7.8 The Customer's use of the Services must be for the Customer's private, personal and non-commercial purposes and must not be:
- 7.8.1 for any unlawful purpose, in any unlawful manner, or in any manner inconsistent with these terms, fraudulent, malicious, in connection with a criminal offence, in breach of any law or statutory duty including by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services or any operating system;
 - 7.8.2 for any form of automated usage of mobile services;
 - 7.8.3 in such a way that adversely impacts the service to other Lycamobile users including in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - 7.8.4 to make a call or send a message, to take a picture 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 privacy or otherwise unlawful;
 - 7.8.5 to cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
 - 7.8.6 other than in accordance with acceptable use policies of any connected Networks and any relevant Internet standards;
 - 7.8.7 to generate AIT;
 - 7.8.8 to provide the Service via a GSM Gateway to third parties;
 - 7.8.9 to persistently send unsolicited communications;
 - 7.8.10 to infringe the intellectual property rights of Lycamobile or those of any third party in relation to your use of the Services (to the extent that such use is not licensed by these terms); or
 - 7.8.11 to collect or harvest any information or data from the Services or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- 7.9 If we reasonably suspect that the Customer is not acting in accordance with the conditions of clause 7 and clause 7.8, we reserve the right to impose standard Charges and/or Network protection controls (which may reduce the Customer's speed of transmission); terminate the Customer's Account or block access to the Internet at any time; prevent the Customer from purchasing further Monthly Plans; remove any free minutes allocated to the Customer; and/or bar or suspend the Customer's SIM Card from the Service.
- 7.10 We are not responsible for websites other than our own. Where such websites are not under our control, we are not responsible for and have not checked or approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

- 7.11 A SIM Card will be issued to the Customer on a non-transferrable basis, subject to the following conditions:
- 7.11.1 The information provided by the Customer is true, genuine and accurate and nothing material has been withheld. We reserve the right to have such information verified.
 - 7.11.2 Any and all Lycamobile SIM Cards shall remain the property of Lycamobile, and you are not entitled to resell or distribute the SIM Card or the Service to anyone else.
 - 7.11.3 The Customer shall not be issued with more than 10 replacement SIM Cards in total per account.
 - 7.11.4 The Customer shall provide such further information as we may reasonably require fulfilling any compliance requirements.

8. DATA PROTECTION AND PERSONAL DATA

- 8.1 Lycamobile will only generate, collect, use, process and store the Customer's Personal Data in accordance with all applicable laws and regulations, as amended from time to time.
- 8.2 Lycamobile has implemented appropriate technical and organisational security measures to protect the Customer's Personal Data against accidental or unlawful destruction, accidental loss or alteration, or unauthorized or unlawful storage, processing, access or disclosure.
- 8.3 By registering or activating an Account with Lycamobile, the Customer consents to Lycamobile collecting, processing and sharing Personal Data provided by the Customer or generated while supplying the Services to the Customer, including details of voice calls, messages or data that the Customer has sent ("Traffic Data") and the geographic position of the Customer's GSM mobile telephone ("Location Data") for the purpose of:
- 8.3.1 supplying the Products and Services to the Customer;
 - 8.3.2 administration of the Customer's Account by Customer Services;
 - 8.3.3 providing the Customer with service information, for example about Network faults; the prevention or detection of fraud; market research and profiling the Customer's usage and purchase preferences; and
 - 8.3.4 complying with applicable laws and regulations.
- 8.4 For Lycamobile to perform its obligations under the Services Agreement, Lycamobile may need to disclose the Customer's Personal Data to other companies that will process the Customer's Personal Data on behalf of Lycamobile. These third parties are permitted to use the Customer's data only in accordance with our instructions and the law.
- 8.5 Lycamobile may also need to transfer the Customer's Personal Data to third parties, for example, our suppliers and service providers, in countries outside the European Economic Area. For example, Lycamobile uses a call centre and technical services from an associated company based in India. Where the data protection laws of these countries do not provide the same level of data protection as in the UK, we will take steps to ensure that the Customer's privacy rights are at least as compliant with the requirements of UK law, including requiring appropriate security measures from such third parties, as shall be set out in a contract between us and any such third party, to protect the Customer's Personal Data; and monitoring compliance with such security measures for the lifetime of our relationship with such third parties.

8.6 Lycamobile may use third party software which modifies the advertising content on website pages the Customer chooses to view when using our data Services. A persistent cookie is placed on the Customer's device which enables our third-party software provider to collect anonymous data for statistical reporting purposes to Lycamobile. To ensure privacy of the Customer's data, only pseudonymized and/or anonymous data is collected or shared with such third parties and no personally identifiable data is ever shared. Please view our cookie policy at <https://www.lycamobile.co.uk/en/cookie-policy/> for specific guidance on disabling cookies if you do not wish to have your anonymised data used in this way.

8.7 Lycamobile may from time to time monitor or record the Customer's conversations with Customer Services. This may be done for quality control purposes, to improve the Services, to ensure compliance with governmental, regulatory or enforcement agency requests or to detect fraud.

8.8 Lycamobile will, subject to applicable laws and regulations, provide the Customer with a copy of the Customer's Personal Data stored by Lycamobile upon the Customer's written request. It is the Customer's responsibility to notify Lycamobile of any changes to any Personal Data provided by the Customer to Lycamobile. You may also request that any incorrect information is corrected. Where permitted by applicable laws and regulations, Lycamobile will delete Personal Data upon the Customer's written request to Customer Services.

9. ADDITIONAL TERMS IN RESPECT OF MONTHLY ROLLOVER CONTRACTS

9.1 Payment for each Monthly Rollover Contract will be taken each time a new Monthly Plan is activated on the Customer's Account, at which point we will provide Notice to the Customer. The Customer must make sure that there is always has a valid payment mechanism in place. The default method of payment of for both payments is direct debiting to a bank account or the bank account that the Customer has indicated. However, an alternative method of payment may be agreed between Lycamobile and the Customer. To use this option please contact Customer Service.

9.2 We will send a Notice to the Customer on the successful or failed registration of their Monthly Plan.

9.3 We shall be entitled to suspend, terminate or change the Customer's Monthly Rollover Contract selection at any time, for any reason by giving Notice. Where we are changing the Customer's Monthly Rollover Plan selection to the Customer's material disadvantage, clause 4.7 will apply and we will provide Notice.

9.4 The Customer can cancel Rollover Monthly Contracts at any time, and the Customer will still have their extra data allowance until the Customer's Rollover Monthly Contract expires.

9.5 If the Customer no longer wants to use 5G services, the Customer will need to disable 5G within the settings on the Customer's device. The Customer will be responsible for this.

10. CUSTOMER RIGHTS

10.1 Through Customer Services, the Customer can request the blocking of access to international calling services, higher rate services and additional rate services from their SIM Card. Barring of Services for which this is available shall take place within ten (10) days of the Customer's request. If the disconnection is not carried out within ten (10) days of the request for disconnection, and the Customer is not responsible for the delay, we shall bear the costs of the service for which disconnection has been requested but not carried out.

11. THINGS BEYOND OUR REASONABLE CONTROL

11.1 Except for the obligations under clause 5.4, and clause 7.3, if either of us can't do what we've promised because of something beyond our reasonable control (including lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disorder, industrial disputes, 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.

11.2 If we can't do what we've promised to do then we will try to contact you as soon as practicable to let you know and take reasonable steps to minimise the effect of the delay.

12. OUR LIABILITY

12.1 Our liability shall not be limited in respect of death or personal injury to any person resulting from our own negligence and in respect of any other type of liability which we cannot exclude or limit under the laws of England and Wales. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

12.2 Subject to clause 12.1 we have no liability to the Customer:

12.2.1 other than to exercise the reasonable care and skill of a competent mobile telecommunications provider or retailer;

12.2.2 if we cannot provide the Service to the Customer because of something beyond our reasonable control;

12.2.3 for losses that haven't resulted naturally from our breach or that we couldn't have foreseen, or loss of profit, loss of business, business interruption, loss of business opportunity, costs, expenses or any other form of loss. Nor shall we be liable to the Customer for any loss of income, business or profits (including loss of revenue) or for any loss of data in connection with the Customer's use of the Service; or

12.2.4 for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless caused by our negligence.

12.3 If access to the Internet under the Services is interrupted during a billing period, the Customer may be entitled to have the Customer's fees refunded, prorated for the time the interruption has lasted whether the interruption of the service has occurred in a continuous or discontinuous manner, and is greater than six hours in the period from 8 a.m. to 10 p.m.

12.4 We reserve the right to take the necessary measures, on our own initiative and without Notice if the security, integrity or proper functioning of our Services are, or may, in our reasonable opinion, be jeopardized, or in the event of suspected fraud or abuse without being held liable for any compensation to the Customer. Such measures may include activating protective measures or suspending or limiting the Customer's access to the Service. Subject to clause 12.1, we shall not be liable to the Customer for any consequences that may result from us taking such measures.

12.5 We will not pay damages to the Customer for interruption of the Service that results from a serious breach of the Services Agreement by the Customer or for damage caused to the Network because the Customer has permitted connection of devices that have not been assessed as to whether they are compatible with regulations.

12.6 Lycamobile shall have no liability to the Customer for loss, theft or fraudulent or unlawful use of the SIM Card or Monthly Plan. In addition, if the Customer no longer has control of

the SIM Card, and has not notified us of such, we shall not be liable to issue the Customer with a refund. We are only liable for any consequences resulting from use of the Services related to a SIM Card or Monthly Plan.

- 12.7 If the SIM Card is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner, the Customer must provide us with Notice. The Customer shall be solely responsible for the SIM Card and may not claim any refund from us for the loss or theft of the SIM Card.
- 12.8 If the Customer suffers loss or damage as a direct result of malfunctioning of the Network or due to deficiencies in execution of the Services, Lycamobile may be liable. If the Customer suffers damage, theft or loss, the Customer must provide us with Notice
- 12.9 12.2 Subject to clause 12.1, the liability of Lycamobile to the Customer under this Services Agreement shall be limited to a total maximum aggregate amount of the lesser of the Customer's Monthly Subscription Charges for the Customer's Minimum Period or £1,000.00 per claim or series of related claims.

13. ASSIGNMENT

- 13.1 The Customer shall not assign or transfer any of their rights under this Services Agreement to anyone else unless we agree in writing.
- 13.2 Lycamobile can assign or transfer its rights and obligations under this Services Agreement or any part of it, on the same terms, to any third party. We will notify the Customer if this happens and such a transfer will not affect your rights under this Services Agreement.

14. MISCELLANEOUS

- 14.1 This Agreement between Lycamobile and the Customer is under the law of England and Wales and is subject to the exclusive jurisdiction of the English courts, which both the Parties accept. The Customer also has legal rights and remedies under consumer law, including those set out in the Consumer Rights Act 2015. It is for the Customer to take independent legal advice for guidance on any rights they may have.
- 14.2 All third-party rights are excluded from this Services Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 14.3 Even if we delay in enforcing our rights, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under the Terms and the Services Agreement, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.4 All intellectual property rights in any documentation made available to you in connection with the Services and in the Services throughout the world belong to us (or our licensors) and the intellectual property rights in these are licensed (and not sold) to you. You have no intellectual property rights in, or to, any such documentation or the Services other than the right to use them in accordance with these terms.