

**ASDA**  
**mobile**

Terms & Conditions



This booklet sets out the legal agreement we have with you when you use the ASDA mobile services. If any of it doesn't make sense, please feel free to call the ASDA mobile Helpline on 2732 where we will be Happy to Help

## **ASDA Mobile Terms and Conditions April 2011**

### **1. Pay as you go service**

1.1 These mobile phone services are offered by ASDA Mobile which itself is operated by ASDA Financial Services Limited a subsidiary of Wal-Mart Stores, Inc. The services more fully described in clause 8 below ("Services") are made available to you subject to (1) these terms and conditions, (2) the mobile charges document set out at the ASDA Mobile pages on [www.asdamobile.com](http://www.asdamobile.com) or on request from the ASDA Mobile Helpline (and incorporated into these terms and conditions) detailing the charges for usage ("Price Plan") of your mobile phone ("Mobile") and (3) the wording and instructions on the packaging of your Mobile which includes the operating manual for the Mobile ("Quick Start Guide"). These terms and conditions are subject to change from time to time. The current terms dated April 2011 supersede previous terms and can be found at [www.asdamobile.com](http://www.asdamobile.com) or by contacting ASDA Mobile, ASDA House, Southbank, Great Wilson Street, Leeds LS11 5AD.

1.2 Your Mobile and/or your SIM Only Pack will be supplied to you pre-connected to the Network and will be activated the first time you use your Mobile/SIM card for a chargeable event and such use will be charged in accordance with the Price Plan. Each purchase by you of top-ups for the use of the Services is confirmation by you of your agreement to the terms and conditions as amended from time to time.

1.3 We aim to provide you with the Services at all times, relying principally on the network of our partner Vodafone ("Network") and meeting service levels where we can such that on average, 96% of outdoor hand portable calls using the Network will be successful in our declared coverage areas in the UK (including Northern Ireland). However, we can't provide a fault free service.

1.4 We will use reasonable efforts to get you access to international networks when you are abroad. We call this "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 Helpline on 2732 from your Mobile or +44 870 452 2732 from any other phone when you are abroad for details. Charges for calls overseas are included in the Price Plan.

1.5 At our discretion we can refuse to provide any part of the Services to you. If you feel that your Mobile should not be barred, please contact us.

1.6 In the interest of other users, we must limit the number and duration of messages that can be left on your voicemail service. Please note that confidentiality of messages cannot be guaranteed. You must not (nor allow others) to record any abusive, obscene or hoax messages likely to cause offence.

1.7 You must comply with any instructions we give you about the Services. You must not reverse the charges on any telephone call or accept a reverse charged call. These terms and conditions also apply if you loan/give your Mobile to someone else.

1.8 In receiving the Services, you must not (nor allow others to) use your Mobile/SIM card for any immoral, obscene, defamatory, offensive or otherwise unlawful purpose.

1.9 You can use the Services 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.

1.10 We try to ensure the security of your communications. Your communications may be unlawfully intercepted or accessed by people you haven't authorised. Digital network communications are encrypted so are safer but even these can't be guaranteed.

1.11 Calling credit may be limited as set out in the Price Plan. Calling credit is calculated by the second by the rate set out in the relevant section of the Price Plan. Calling credit will be credited to you upon acceptance by us of the top-up (as defined below) in accordance with the Quick Start Guide and the Price Plan.

1.12 The maximum call length is 23 hours and 59 minutes. The minimum call charge for voice and data calls is set out in the Price Plan. The minimum call charge is 10p per min. The call charges detailed are per minute for the first minute and rounded up to the nearest second thereafter and apply to standard national and local UK calls to fixed phones unless otherwise stated. Please note that prices set out in the Price Plan are subject to change from time to time.

## **2. Payment**

2.1 You pre-pay for the Services by topping up your account with us ("top up"). You do this by purchasing top-ups via the ASDA Mobile Helpline on 2732 from your Mobile, or 0845 303 2732 from any other UK phone, and +44 870 452 2732 from any other phone whilst roaming or via such other method as we may decide to introduce from time to time. Please refer to the Quick Start Guide for further information on how to purchase top-ups. Your pre-payments are not repayable by us nor is interest payable on any credit you have with us. Each time the Services are used by you (or someone else using your Mobile), the top-ups you have purchased are reduced, by reference to the relevant charges in the Price Plan. Except in the case of an obvious error, our records are definitive in determining how much your account is topped up and the rate of use of the Services.

2.2 For a complete schedule of all our current mobile charges please call the ASDA Mobile Helpline or visit the Price Plan pages on [www.asdamobile.com](http://www.asdamobile.com). All charges include VAT at the prevailing rate. Charges are subject to change from time to time and will be published on [www.asdamobile.com](http://www.asdamobile.com).

2.3 If you owe us any money and this is not paid when it should have been paid, we may recover this from any credit balance on your top-up account held by us or from any debit or credit card details of which you have given us. We may charge you interest daily on the unpaid amount at the rate of 2% per annum above the base rate of Barclays Bank plc from time to time.

2.4 Please insure your Mobile for its full replacement value (including cover against calls made if it is lost or stolen). If your Mobile is stolen, damaged, destroyed or lost, we have no obligation to give you any refund for any Services that you have paid for in advance or for the cost of the Mobile. Please contact us immediately so that we can prevent further calls being made using it.

## **3. Suspension and disconnection**

3.1 We can suspend (i.e. bar) or terminate the provision of the Services (in whole or in part) without telling you (although we will, where possible, inform you that action may be taken): (a) if we are aware or have reason to believe that your Mobile or the Services or number/password used in relation to the Services is/are being used in an unauthorised, unlawful, improper or fraudulent way or for criminal activities (or has been so before, regardless of whether this is with your consent or not); (b) if we are aware or have reason to believe that your right to use any number and/or password used in relation to the Services and/or your Mobile 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); (c) if you choose not to use the Services for a continuous period of 180 days ('use the Services' means (i) making any chargeable outbound calls (excluding calls to 2732, see Price Plan for prices), or (ii) any topping up of your account); (d) if we think you are not complying with any of the rules relating to the Services; (e) 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 Services) racist, immoral, offensive, obscene, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright), or otherwise objectionable or unlawful; (f) if we are aware or have reason to believe that when you have topped up (or have attempted to top-up) your Mobile via the ASDA Mobile Helpline or otherwise electronically, you have paid or are purporting to pay, 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 (i) bar the Mobile for outgoing service; and/or (ii) bar the Mobile number so that it is no longer available for use for top-ups or other electronic facility. We may remove the bar when we have been paid the amount owing to us in full; (g) if you notify us that your Mobile has been lost or stolen; (h) 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 Services 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 (i) for reasons outside of our control.

3.2 Where the Services are suspended or disconnected because you have chosen not to use the Services for a continuous period of 180 days, we will, on request reconnect you to the Services, however any credit or top-ups held on your account at the time of suspension or disconnection will not be re-credited to your new service. We cannot guarantee under any circumstances that you shall be able to continue to use your original number and as such will send you out a new Asda Mobile SIM Card that will contain a new number.

3.3 Where we have disconnected the Mobile for cause as set out in 3.1 above, reconnection will be at our discretion. Top-ups will not be refunded to disconnected accounts.

#### **4. Termination**

4.1 If you no longer wish to receive the Services and want to join another network while keeping your ASDA Mobile number, you must inform us so that we can request from our partner, Vodafone, your Port Authorisation Code (PAC). We are entitled to charge your new network provider with the reasonable cost of porting your number to the new network provider. Please note that all top-ups are non-refundable, and that any unused credits will not be repaid to you if you decide to stop using the Services.

4.2 You will remain liable for any other services including those provided by third parties you have taken up to the moment we cancel your Services. You agree to pay us promptly on termination of the Services, any money outstanding at the date of termination and we reserve the right to recover any money due to us as set out in clause 2.3 above.

#### **5. Variations**

5.1 Any changes to the Price Plan will be published and are available by calling the ASDA Mobile Helpline. Material changes in the Price Plan or Services will be published on not less than 30 days' notice, other changes on reasonable notice. If we believe any change in the Price Plan or Services will not disadvantage a customer, it may be included automatically.

5.2 Subject to clause 5.1 above, we may change or withdraw the Services (or part thereof) at any time, with or without notice. Where possible we will give reasonable notice of these changes or withdrawal of Services. You will be able to use any credit that you have accumulated, up until the time of withdrawal of the Services. We may make changes to these terms and conditions and the Price Plan from time to time and/or introduce new terms and conditions or Price Plan from time to time if there are changes to the law or to Vodafone's telecommunications licence. The changes will be effective upon publication by us in a way which we consider is reasonable.

5.3 By continuing to use the Services you agree to these modifications. If you are not happy with any of these modifications then you do not have to continue to top-up your account.

5.4 It is unlikely, but we may need to change your voicemail number, Mobile 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.

## **6. Liability and exclusions**

6.1 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 is indirect and/ or was not reasonably foreseeable at the time these terms and conditions were entered into. We are only responsible for direct losses as a result of us breaching these terms and conditions. Our liability to you in relation to these terms and conditions is limited to £250.

6.2 There may be occasions when we are unable to provide the Services 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.

6.3 If you are a consumer, these terms and conditions shall not be affected by any rights which you may have under any law and which cannot be excluded by agreement.

6.4 Nothing in this agreement excludes or limits our liability in connection with death or personal injury caused by our negligence, or for fraudulent misrepresentation.

## **7. ASDA and Personal Data**

7.1 Personal data includes: (a) All information provided by you on activating your Mobile/SIM card; as part of your use of the Services; and/or should you choose to register your use of your Mobile number with us. (b) Call, network and traffic information generated by your use of the Service covered by these terms and conditions or your use of products, services and content accessed via or facilitated by your use of the Services covered by these terms and conditions, including but not limited to your Mobile number, the numbers you call, the type, date, time, location, duration and cost of calls, messages or other communications. (c) Information obtained from third party sources such as our suppliers, marketing organisations or credit reference agencies. (d) If you have special needs we may process sensitive personal data about your health, where you have advised us of those special needs. (e) Information provided by you about another person. It is your responsibility to ensure that the other individual is aware and has agreed to you passing on such information to us or our partner Vodafone.

7.2 Your personal data may be used for the following general business-related purposes: (a) Passed onto our partner Vodafone to assist them in running the Network and providing the Services, whether that use is direct or indirect. (b) Account management such as charging enquiries, and to provide customer care activities (including answering your queries). (c) Processing your applications and orders, and to supply and manage any services or products which we provide. (d) Monitor and maintain the quality and security of the Network (which is provided by our partner, Vodafone) and the Services. (e) Protect us, our assets, including any intellectual property rights and our brand, our employees and customers from activities that might cause loss or damage. (f) Comply with any legal, governmental or regulatory requirement imposed on us or in connection with legal proceedings, including in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer. (g) Analyse for the purposes of understanding our customers' use of our products and Services, individual needs and business trends in order to develop and improve our and our group companies' products and services, new developments, tariffs, special offers, discounts and awards. (h) Activities connected with the running of our business such as personnel training, testing and maintenance of our IT systems.

7.3 Use of personal data for marketing purposes: (a) We or other members of the ASDA group of companies will use your information to send you marketing messages about our products, Services, special offers, discounts and awards by post, telephone and other electronic messaging services such as sms, mms or video. (b) We may also contact you about the products and services of carefully selected third parties, which we believe may also be of interest to you – without passing control of your personal data to the third party concerned. (c) If you do not wish to receive these marketing messages from ASDA or wish to change any previously stated preferences, you can notify us by: (i) sending a Free SMS to 47867 telling us for example “stop asda sms”, “stop asda calls”, “stop asda post”, “stop asda mms”, “stop asda email”, “stop asda all”; or (ii) calling the ASDA Mobile Helpline on 2732 from your Mobile or 0845 303 2732 from any other phone; Services provided by third parties In the case of services provided by external parties, ASDA Mobile cannot guarantee that such “stop” messages sent in response to those messages will not be chargeable and should be assumed as attracting a charge.

7.4 Asda Mobile Tariff Guarantee. Asda Mobile with our partner Vodafone will monitor all customers voice, text and data usage and communicate with you if you could save money on another bundle or tariff. We will monitor new customers after two months and then on an ongoing basis every month. You will be communicated to via SMS, outbound calls or email if we can guarantee to you that Asda Mobile would save you money by switching to another tariff or bundle. We reserve the right to amend the length of time we monitor your usage and also the frequency of communication. If you do not wish to receive Asda Mobile Tariff Guarantee communication you can notify us as per paragraph 7.3.

7.5 Inclusion in directory services: We do not include your personal data in any directory or directory enquiry service whether managed by us or a third party, unless you agree to its inclusion. If you wish to have your personal data included in such services, you should contact our ASDA Mobile Helpline.

7.6 Disclosure of your personal data: (a) We may share your information with our companies in the Wal-Mart Group, some of which are based outside the European Union, who may use your information for the purposes set out above and who are subject to Wal-Mart policies on data protection and security. (b) We may also pass your personal data to certain third parties (some of which may be based outside of the European Union) where this is either required by law or necessary in order to carry out the Services that we provide to you or that you have chosen to use. We will take all necessary steps to ensure that those third parties treat your personal data in accordance with Wal-Mart policies on data protection and security. (c) If you wish to use our products or Services abroad, for example, if you wish to roam on a network abroad, it may be necessary to transfer your information outside of the European Union to that country. (d) Our partner Vodafone will be undertaking some of the marketing and customer services responsibilities on our behalf. Therefore, by using your Mobile you consent to your personal data being shared with Vodafone and any of the companies within the Vodafone Group.

## **8. Miscellaneous**

8.1 We may transfer the benefit of these terms and conditions to anyone else at any time. If you wish to transfer the terms and conditions entered into with us, 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 that Mobile.

8.2 Failure by either of us to enforce rights under these terms and conditions shall not prevent you or us (as the case may be) from taking further action.

8.3 When you use your Mobile, the identity of your Mobile 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 number will always be sent if calling 999 or 112.

8.4 If the facility to eliminate the presentation of the number of an incoming call is made available, we may charge you for the use of such a facility at the price as stated in our Price Plan where we consider your use of such facility to be unreasonable.

8.5 For your own protection, you must keep confidential all personal identification or security numbers used with the Services. The numbers/codes which we allow you to use with the Services do not belong to you.

8.6 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.

8.7 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 Plan 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 us on 2732.

8.8 The intellectual property in the SIM card (including the software) ('IPR') does not belong to you and is supplied to you, under licence, by us for proper use with the Services only. We may change the IPR. You may not copy any of the IPR. If your Mobile is disconnected from the Services 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 Plan at that time. For the avoidance of doubt we own the SIM card so you must only use the SIM card in respect of the Services.

## **9. Description of Services**

9.1 The basics Calls to the automated ASDA Mobile Helpline are free. All other prices are set out in the price plan. All prices in the price plan are subject to change from time to time.

9.2 For calls from your Mobile... All the charges detailed in this section and in the Price Plan are per minute and cover standard national and local UK calls to fixed phones, other mobiles and voicemail (excluding Isle of Man and the Channel Islands) unless we've said otherwise. All prices are subject to change from time to time. We charge each call by the minute for the first minute, per second thereafter except for some roaming calls, and round up to the next whole pence. There's a minimum call charge.

9.3 ...and to your Mobile. You don't have to pay for receiving calls except when you roam on a foreign network. Then you'll pay for the international leg of calls that you receive while abroad. Calls from a fixed line or other mobile network to your Mobile are set by the other network operator.

9.4 Text messages. A standard text message is 160 characters long, but some handsets let you send longer ones. In that case, the message will be divided up into the number of texts required to convey the message. Each one of these will be charged at the standard rate. Receiving text messages from another mobile whilst in the UK is free. Premium rate, international, text messages sent and received while abroad, reverse charged, sending text messages to a non-UK based phone and long text messages are not included in the standard rates so additional charges may apply. The cost for sending a text message is deducted from your top-up credit shortly after it's sent. Delivery cannot always be guaranteed.

9.5 MMS. Using ASDA MMS. You can send long text messages, picture messages and video messages. A long text message, picture message and video message is limited to a maximum size of 300 kilobytes. If a message contains multiple media items you will be charged for the most expensive item in the message, for example, send a message containing a picture and video clip you are charged the video message price. Messages sent

whilst abroad, premium rate and reverse charged messages are not included in the standard rate so additional charges may apply. Please note that not all handsets can send and receive MMS.

9.6 Video Calls. Charges for video calls start when the called party accepts the call, even if the call subsequently fails, therefore a failed call may be subject to a minimum charge.

9.7 Browsing. We charge GPRS and 3G browsing sessions for mobile Internet in kilobytes, and round up to the nearest pence at the end of each browsing session. Prices shown for WAP are set out in the price plan for calls to the Vodafone WAP gateway number 07836 900 815.

9.8 The Asda Mobile pay as you go bundles are based on 30 days usage. Customers are entitled to one bundle per 30 days and cannot have multiple bundles at the same time. Customers going over their allowance will be charged the standard Asda Mobile charges for calls and texts. Asda Mobile reserve the right to amend the fair usage policy from time to time as well as withdrawing the product without prior notice.

## **10. Mobile locking**

If we have provided you with your Asda Mobile handset from our website, your mobile will already be unlocked, unless otherwise specified. Asda Mobile handsets bought from one of our stores are locked to the Asda Mobile network. You must not insert another operator's SIM card into the Mobile without an unlocking code (which is not your PIN code). Asda Mobile cannot guarantee we will be able to provide you with an unlocking code for your locked Asda Mobile handset, as this is dependent upon the manufacturers. If we can provide you with an unlocking code, Asda Mobile will charge you a £25 fee to unlock the handset. Failure to enter the correct unlocking code may result in your Mobile becoming permanently blocked. We can accept no responsibility for Mobiles being blocked in this way. Contact the ASDA Mobile Helpline for further information on the qualifying period, applicable conditions and charges. This clause does not apply if you have purchased a SIM Only Pack or an unlocked Mobile and wish to use the SIM in another operators locked handset. If your screen shows "blocked", "barred" or "locked" then you will need to contact your previous operator for their unlocking codes.

## **11. Your right to return your mobile phone**

If you have bought a ASDA Mobile phone from an ASDA Store, ASDA website or from ASDA over the telephone, you may return the phone to the same point of purchase within 14 days of purchase in order to receive a full refund of the amount you paid for the phone, provided the ASDA Mobile phone is unopened, not personalised in any way from the original settings, the original packaging is present including all accessories and the SIM has not been detached from the SIM Card (the plastic card that the SIM card is mounted in). If opened a refund can not be offered. Any services, free or discounted products, vouchers, coupons or any gift or inducement of any type received as a result of purchasing the phone must also be returned.

## **12. Governing law and jurisdiction**

English law applies to these terms and conditions and any disputes about this agreement will be decided exclusively in the English courts.

## **13. Complaints**

We do all we can to make sure that you receive great customer service but sometimes you might have an issue you want to raise with us. Please contact our ASDA Mobile Helpline on 2732 from your Mobile or 0845 303 2732 from any other UK phone if you need to and we would be delighted to help. If you are not happy after speaking to an ASDA Mobile colleague, you can also write to us at ASDA Mobile, ASDA House, Southbank, Great Wilson Street,

Leeds LS11 5AD setting out your name, address and a contact number; ASDA Mobile number if available; and details of your complaint. If after you have been through the ASDA complaints procedure, you feel that we have not dealt with your complaint adequately, you can request an independent review by referring your complaint to Otelo, a Telecommunications Ombudsman. Such a request can be made at ([www.otelo.org.uk](http://www.otelo.org.uk)), on 0845 050 1614 or in writing to Otelo, PO Box 730, Warrington, WA4 6WU. OFCOM, the government regulator of mobile operators, may approve other similar Ombudsmen and if we choose to use these instead of Otelo we shall let you know. Please note that Otelo won't consider your complaint until you have followed the ASDA complaints procedure.