

Customer Service Terms and Conditions

For Mobile SIM Plans from NeX Mobile

1. Terminology explained

We, our or us	Refers to NeX Mobile Ltd and its products including O2 SIMs, Vodafone SIMs, NeX Mobile App and Plans sold by us.
You or your	The customer whose name appears on the registered account/welcome letter/welcome email.
Agreement	These conditions, the price plan and the price plan charge guide.
Charges	Charges for services, as published in our price plan, price plan charges guide or which we otherwise provide. These include the monthly line-rental charges (billed for the month ahead unless we say otherwise), usage charges (billed after use) and any other charges for the services provided to you or the user of Mobile SIM provided by us (like charges for the voicemail service, itemised billing).
Minimum period	A period of time shown on your order form/welcome letter/welcome email, which begins when we connect your SIM card to the applicable price plan. In the case of a change, renewal or upgrade to your price plan, the minimum period begins when we change your price plan and continues for the remainder of your previous minimum period plus any new period of time shown on the changed price plan in your new order form/welcome letter/welcome email. All of our plans are 12 months contract.
Mobile equipment	The devices like your laptop, Mobile or other equipment and the SIM card used to access our services.
Network	The communications systems we use to provide the services in the UK.
Price plan	The package of services you have chosen to receive as shown on the Registered account/welcome letter/welcome email. This is updated every so often.
Price plan charges guide	The terms and out of bundle charges for your price plan. Available in store and online. This is updated every so often.
Services	The communications service you receive through the network and other services we may provide to you.
Cooling-Off Period	You can cancel your services with a written notice sent to our customer services on hello@nexmobile.co.uk within 14 days from activation. This notice must come from your registered email address. Any usage within 14 days will be chargeable.

2. Customer Agreement Period

- a) We'll continue to supply you with, and you must pay the charges for, the services until we or you end this agreement in line with clause 10.
- b) If this agreement is ended before the end of the minimum period (whether by you or us), you must still pay all the line-rental charges until the end of the minimum period. This applies when this agreement comes to an end in clause 10, except in the following situations:
 - If we end this agreement under clause 10a; or
 - If you end this agreement under clause 10b; or
 - If we end this agreement because we are permanently unable to provide the services to you.

3. Services and Coverage

- a) We strive to give you the services when you want them. However, due to the nature of mobile technology, it's impossible to provide a completely fault-free service.
- b) We will also try to give you access to networks in other countries (what we call 'roaming'). However some overseas networks are limited in quality and coverage so any access to overseas networks depends on the arrangements we have with operators in individual countries. It's worth noting that some of the services you enjoy in the UK may not be available when you're abroad.

4. Using our Services – The Rules

- a) It is your responsibility to make sure you keep to this agreement, and you follow our instructions on using our services – even if someone else is using your mobile equipment.
- b) You must never use your mobile equipment or our services for anything we would consider is abusive, illegal, fraudulent or a nuisance nor for any criminal activities.
- c) You are not allowed to sell all or any part of our services to anyone else.
- d) We have allocated you a phone number on the network. This number does not belong to you and we may charge you a fee if you want to transfer this number to another provider.
- e) The SIM card and the software within it belongs to NeX Mobile Cloud Services Ltd and partners and is licensed to you for using our services. We may change your SIM card or ask you to return it at the end of this agreement. If you need a replacement SIM card, you'll be charged at the going rate which will not exceed £5 and subjective to published rate then.
- f) If you use your mobile equipment to browse the internet, please bear in mind that we accept no responsibility for any content or services you access. Some sites can lead to unwanted programs or material being downloaded without your knowledge. This can result in unauthorised people accessing your mobile equipment.
- g) You must only use mobile equipment which is approved for connection to our services.

5. Charges and Payment

- a) You must pay any charges, by direct debit, within seven days of the date on your bill. Our current mode of payment is through debit/credit cards and direct debit only.
- b) Although we will try to bar the premium charge usage, i.e. international calls, the barring may take 48 hours to complete and you will be liable for any charges occurred during this period.

- c) For any money owed to us beyond your due date, and you do not have valid grounds for disputing the payment you will be subject to penalty charges of £5 for a one time delay.
- d) Failure to remit payment in accordance with clause 5a may result in the appointment of a third party debt collection agency. Should your account be passed for debt collection you will be liable for all reasonable collection costs incurred

6. Losing your Mobile SIM

- a) If your SIM card or mobile equipment is lost or stolen, you must tell us as soon as possible so we can stop someone else using it. You're responsible for all charges up until the time you report it missing to us. You must also continue to pay the line-rental charges for the minimum period.

7. Charges and Terms Change

- a) We may change or introduce new charges subjective to market conditions and our suppliers. If we believe any change in our charges will not disadvantage you, we may include it without telling you. However, should such increase our charges, we'll give you at least 14 days' notice.
- b) We may change or withdraw services at any time and we may change or introduce new terms to this agreement at any time. Should we do, then, we'll give you at least 30 days' notice of these changes. If such changes are to your significant disadvantage you may have a right to end this agreement under clause 10b and we'll tell you if you do.
- c) If we may need to change your phone number, we will let you know if this is the case.

8. Call Limit, Deposit and Part Payments

- a) We may set a monthly call limit on your account. This may be increased or removed subject to a credit check. You may be able to go over your call limit, but if this happens, you must pay all charges.
- b) We may in certain cases ask you for a deposit:
 - For using NeX Mobile App services apart from free services;
 - To increase or remove your call limit;
 - If you increase how much you use the services; or
 - To unblock your SIM card from contacting international numbers, using overseas networks or making premium-rate calls.
- c) You can ask for a refund of your deposit at any time, but we may reduce your call limit if you do. We can use the deposit to pay off any charges you owe us. When this agreement comes to an end, we'll repay any deposit you've given us less any money you owe us. We will not pay any interest on any deposit we take from you.
- d) If there's a significant increase in your usage between bills, we may contact you and possibly, ask for a part payment so you can continue to use our services.

9. Suspending of Services

- a) We can suspend or restrict your use of any of our services apart from emergency services, if:
 - We believe your mobile equipment or the services are being used in a way we do not allow under this agreement;
 - You have not kept to this agreement (for example, you fail to pay any charges when due);
 - We have asked you for a deposit or part payment which you've not paid;
 - You go over your call limit;
 - We believe that you have entered into this agreement fraudulently;
 - We believe you got the use of any number, mobile equipment or services in an unauthorised, illegal, or fraudulent way;
 - You tell us that your mobile equipment has been lost or stolen;
 - You become bankrupt or make any arrangement with creditors or go into liquidation or an administration order is made or a receiver is appointed over any of your assets;
 - You do anything (or allow anything to be done) which we think may damage or affect the operation of our network or services; or
 - The emergency services tell us to, or a law or regulation is passed which means we need to do so.
- b) We will try to tell you when we suspend or restrict your use, but we do not have to.

- c) When we suspend or restrict your use, this agreement will continue and you still have to pay all charges due during any period when we suspend or restrict the service.

10. Terminating this Agreement and Early Disconnection Charges

- a) Either party, you or us may end this agreement by giving the other 30 days' notice in writing. Your notice must include your mobile number and the signature or appropriate security details of the account holder and should be sent from the registered email address to hello@nexmobile.co.uk. As per the 12-month contract as a Customer, you are required to pay the charges during the notice period (Example. Your contract starts on the first of every month and finish on 30th of every month. In case you decide to terminate your contract on the 15th of the month, then our standard 30 days of notice starts from 15th to next month 15th. In short, apart for the month ending 30th for which you have paid, you are liable to pay for the additional 15 days to complete the notice period. We have the full authority to take the additional charges for the notice period without any additional consent for such charges.

Early Disconnection Option and Charges

As part of a 12-month contract with NeX Mobile Cloud services covering O2/Vodafone and others, you agree that you'll continue with your chosen Mobile service for the minimum notice period of 30 days.

If you decide to end part or all of your services with NeX Mobile Cloud services during the minimum notice period of 30 days, there will be an Early Disconnection Fee.

The Early Disconnection Fee will not be more than the charges you would have paid for the services for the remainder of the minimum notice period. You will still have to pay your full monthly charge during your 30 day notice period as we will continue to provide you with the service for the period of your notice. Such charges will be levied by our system at the time your confirmation of early termination date by email or through online portal and NeX Mobile reserves the right to charge your account within three days of issuing the PAC Code.

Example for early Termination fee calculation:

Mr. Jake want to cancel his monthly contract on 20th of March and plan to move to a New Operator immediately. His 30 days' notice will start from 20th March 2020 ending 18th April 2020. He has already paid till end of March based on 12-month contract. In this case the termination charge will be the additional 20 days charges for early termination. We will apply such 20 day or charges based on notice period from account and issue the PAC code to Jake/Customer. The customer may move the number within the 30 days period.

Once PAC Code is issued then it is the responsibility of Jake to move the number and service to alternate provider as our services will terminate on the 30th date from cancellation.

- b) However, under the following circumstances you may end this agreement by writing to us:
- If we do something fundamental that we should have done under this agreement (for example, if there is a complete failure of the network for 7 days in a row due to something we have done), within 7 days of you asking us in writing;
 - We tell you that there will be an increase in the line-rental charge by more than the increase in the retail price index (worked out as a percentage) since the last line-rental increase and you write to us before the increase applies;
 - We increase your charges in the UK which have the effect of increasing your total charges (based on your usage in the previous month) by more than 10% and you write to us before the increase applies; or
 - We change this agreement to your significant disadvantage including changing or withdrawing services (we will tell you if this is the case) and you write to us within one month of us telling you about the change. This does not apply if the change or withdrawal relates to services which you can cancel without us ending this agreement.
- c) We may end this agreement at any time by writing to you if:
- You do anything (or allow anything to be done) which we think may damage or affect the operation of our network;
 - Within 7 days of us asking you in writing, you do not do something fundamental that you have to do under this agreement (for example, pay the charges when they are due); or
 - We are permanently unable to provide the services to you.
- d) When this agreement comes to an end:
- We will disconnect your mobile equipment from our network (you may keep the mobile equipment, but may have to make a payment as described below);

- You will have to pay immediately all charges you owe on the date we disconnect your mobile equipment from the network (including any charges for additional subscription services such as content services); and
 - You must still pay all the line-rental charges until the end of the minimum period. This applies when this agreement comes to an end in clause 10, except in the following situations:
 - If we ended this agreement under clause 10a; or
 - If you ended this agreement under clause 10b; or
 - If we ended this agreement because we were permanently unable to provide the services to you,
 - In these three situations you do not have to pay all line rental charges until the end of the minimum period but you may have to make a payment in respect of your mobile equipment. We will let you know in your order form or welcome letter or welcome email if your mobile equipment is subject to such a payment and provide you with the original value on which that payment is based. The payment will be 1/24th of the original value of the mobile equipment, less any initial payment you make towards it, multiplied by the number of months remaining until the end of your minimum period. You will make this payment to us immediately on request following the agreement coming to an end.
- e) If this agreement ends before the end of the minimum period, and you pay us the line-rental charges for the rest of the minimum period in one lump sum, we will reduce this line-rental payment by a rate we set. You can ask us how much this rate will be.
- f) PAC Code generation and transfer: In case you want late payment; There will be a penalty charge of £5 for late payments.

11. Credits if there is a Failure of the Service

- a) If we have to maintain our network or if there is a technical fault of our network that means you can't use all our services for 3 days in a row, we'll credit you for the line-rental charge for the period the service was not available.

12. Liability and Exclusions

- a) We will not be legally responsible to you for:
- Loss of income;
 - Loss of use of the services;
 - Lost business or missed opportunities; or
 - Any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into this agreement with you.

We will not be legally responsible to you if we cannot provide the services because of something outside of our reasonable control.

- b) Except for fraud or where our negligence causes death or personal injury, we will not pay more than £2000 or 200% of the charges in the previous 12 months, whichever is higher, for each claim or a series of related claims.
- c) If you are a consumer, the terms of this agreement will not affect any rights which you may have under any law and which we cannot exclude under any agreement.

13. Personal Information

- a) We and our group companies may use your information for our own legal requirements and to:
- Manage your account, carry out customer-care activities and train our staff;
 - Monitor the quality and security of the network and test and maintain our IT systems;
 - Protect us, and our brand, from activities that might cause loss or damage;
 - Assess and improve products and services;
 - Analyse your use of the services for marketing purposes (including, but not limited to, calls made and received by you); and
 - Contact you with marketing messages if you have not objected. These messages may include marketing from other organisations, but we will not pass responsibility of your information to these other organisations.
- b) We may monitor or record calls, emails or text messages made to, or by us, for our business purposes such as to:
- Improve customer service;
 - Carry out quality-control exercises;
 - Train our staff;
 - Prevent unauthorised use of our network; and

- Make sure we have effective systems in place to prevent or detect crime.

c) We do not include your details in any directory or directory enquiry service. If you'd like to have your information included in these services, get in touch and we can sort it.

d) We may share your data third party agencies for lawful purposes only, such as instruction of debt collection agency for purpose of debt recovery.

e) For more details on how we use your information, please read our privacy policy on nexmobile.co.uk

14. Credit-Reference and Fraud-Prevention Agencies

- a) You can ask us for information about how we use your details for credit checking and fraud prevention when you take out this agreement. We will also release, to credit-reference agencies and fraud-prevention agencies, details of your agreement with us including any change of address, payments you make, account balances, missed payments, disputes and queries. We, and other organisations, may use this information to help make decisions about other credit applications made by you or other members of your household you are linked to financially and to protect both our business and our customers from fraudulent activity. We may also use any information we hold to trace debts and assess claims. If you don't pay us in full, and on time, we may tell credit-reference agencies who will record the debt.
- b) If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- Checking details on applications for credit and credit related or other facilities;
 - Managing credit and credit related accounts or facilities;
 - Recovering debt;
 - Checking details on proposals and claims for all types of insurance; or
 - Checking details of job applicants and employees.

Please contact us at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

15. General

- a) We may transfer this agreement to anyone at any time. However, you can't transfer this agreement to anyone unless we've agreed in writing beforehand. We will not unreasonably refuse this request.
- b) If you or we fail to enforce our rights under this agreement, it will not prevent you or us from taking further action.
- c) When you use your mobile equipment, your number may be shown to the equipment being called. Your number will always be shown if you are calling 999 or 112.
- d) We'll send you notices by post, voicemail, text or other form of electronic message and will assume that you have received them 48 hours after we have sent them. You must tell us about any changes to your address. If you want to write or email us please use the address shown on your bill. You can then assume we have received these notices 48 hours after you have sent them.
- e) If you have a complaint please contact customer services first. We will do our best to resolve your issues. If we are unable to resolve the issue you may request that the matter is referred to an independent ombudsman under our Code of Practice which is available online or by contacting us. Alternatively, either you or us may bring legal proceedings in a court in the UK to resolve a dispute under this agreement.
- f) This agreement is under English law, unless:
- You live in Scotland, in which case, it will be governed by Scots law; or
 - You live in Northern Ireland; in which case it will be governed by the law of Northern Ireland.

Postal address:
 NeX Mobile Limited
 The Mille,
 1000 Great West Road,
 Brentford,
 TW8 9DW
www.nexmobile.co.uk

Mobile Pricing Guide

Mobile Bill Limits

What is it?

New legislation has been introduced via Parliament as part of the Digital Economy Act, which came into force on 1st October 2018 as part of the Communications Act. It applies to all new contracts, including re-signs, taken out from that date and aims to significantly reduce risk of “bill-shock” for end users. The guidelines have been outlined in this link released by Ofcom - https://www.ofcom.org.uk/data/assets/pdf_file/0013/108211/Mobile-bill-limits-implementation.pdf

What are the requirements?

Offer bill limit	Each newly contracted customer (new business or re-signs) must be given the option to set a bill limit by the partner. In line with the general marketplace SERVICE PROVIDER will be offering this at MPN level as opposed to account level. From 1st October 2018, providers must offer the ability to manage (edit/remove) throughout life-cycle as required with fair notice from the customer. Restrictions and spend values must be reset at the beginning of each bill cycle.
Notifications	Must be sent to customers by the partner if they are coming close to reaching their limit and once they have reached their limit, notifications must be in writing (by preferred contact method SMS/Email/Letter).
Restricted Charging	Bill providers are prohibited from charging beyond the set bill limit, even if a customer exceeds the amount and the service is not restricted or highlighted by the provider in time. Bill providers are responsible for supplier costs that cannot be passed on to the customer, this means within our wholesale channel that Partners will be responsible for enforcing bill limits for their customer NOT SERVICE PROVIDER. However SERVICE PROVIDER will offer significant tools to help partners manage their own risk.
Premium & non-standard services still chargeable (in part)	Bill providers will not be able to pass on “Access Charges” related to Premium and Non-Geo call types however relevant “Service Charges” will be passed on and will NOT contribute towards Bill Limit value. In addition “Charge to Mobile” services or any non-mobile usage (such as MPAY) will not form a part of the Bill Limit.
Access bundles and free services	in the event a customer breaches their Bill Limit, providers must still offer end users access to inclusive allowances (such as tariff allowances and bolt-ons), free of charge services and emergency services. We do our utmost to provide this, however, due to restriction availability from the networks, some event types, such as calls to directory enquiries, that do not have specific barring functionality will trigger call bars that may affect other event types.

Please be aware that implementation of these regulations may differ from provider to provider (including networks), for example some providers may choose to include the service charge element of a call towards the customer’s bill limit.

What were the biggest challenges with implementing this?

The biggest challenges with the introduction of this legislation is relevant to almost all ISPs and Resellers, and those are:

- **Real-time billing**
Almost no networks offer this to partners and ISPs, including SERVICE PROVIDER. Meaning late landing domestic and roaming traffic could cause issues with forward billing for partner within the wholesale channel. However from 1st April 2019 we will no longer be passing on late landing traffic to partners.
- **Restriction/Barring capabilities**
As briefly covered above, the legislation outlines that suppliers should not restrict services covered within service charges (such as inclusive bundles and free services). However the networks do not offer restriction to suit each and every instance, for example; if a user goes abroad to a WTS destination, they will receive the £5 per day charge until they hit their limit value. At that point the device will be roaming barred to ensure no further daily charges are applied, however if that user goes back to the EU within the same billing cycle they would be entitled to use roaming services. In instances such as this the customer will experience disruption in service that cannot currently be avoided.

How might this be implemented?

As default we implement restrictions on Premium Numbers and International calls and such barring will be affected only 24 hrs from activation of a SIM. Customers are requested to be conscious and be mindful such barring will take effect only after the first 24 Hrs and any calls made during this period will be billable and responsibility of the customer.

Further the customer will be sent notifications of Bill Limit breach before service fails.

FAQ's

NeX Mobile

1. **Is it available on all tariffs, even when a customer resigns on a legacy tariff?**

A: Yes, this is not currently restricted by tariff, some other providers/operators may restrict availability by tariff.

2. **Can the customer adjust the value of the limit mid-month?**

A: No. Instead they can only opt-out mid billing month and then set a new limit to apply from the following billing cycle. Please Note: In the event a user/partner chooses to opt out a subscription that had already breached its limit mid-month, any withheld charges will be reated and charged.

3. **What if the customer re-signs or amends the tariff mid-month and they are likely to breech their spendlimit?**

A: They will either need to opt out for remainder of that billable month or leave bill cap as it is and risk disruption in service if they do actually breach it.

4. **How will late landing traffic, roaming or domestic, affect the limit?**

A: Late landing traffic will always contribute towards bundle allowances and set limits as it always has. However if it falls outside of the set limit, and is a qualifying event type, then it will no longer be billed on to the partner from 1st April 2019.

5. **Are notifications sent automatically or manually (via billing) to the end user?**

A: No, SERVICE PROVIDER will not notify the end user at all as their billing will not represent the values that we bill our partners.

6. **What if the customer is not sure what their limit should be?**

A: Please remember this is not a mandatory service for each and every customer, it is only mandatory for providers to offer it. If a customer is unsure of what value they should apply then simply suggest they set it as high as they can afford to in order to avoid bill-shock, whilst simultaneously keeping risk of disruption of service to a minimum.

7. **Are other caps, such as Worldwide Data Cap still applicable?**

A: Yes.

Barring Profile Overview

NeX Mobile

In order to fulfil and enforce set bill caps in line with the Mobile Bill Limit legislation, we have outlined the applicable restrictions by breach event type. Please note that for simplicity we have tried to make the service restrictions across both O2 and Vodafone identical, however, due to barring capabilities available from those networks, this has not been completely possible, differences are highlighted below.

Non-specific breach

In all instances in which the cap is breached, the following bars will be applied as standard, as all usage types restricted by these are chargeable in all instances:

Vodafone	O2
Premium Call Bar	Adult Chat & Premium SMS Bar*
Premium SMS Bar	Premium Calls Only Bar
Outgoing MMS Bar	

*On O2 the premium SMS restricts MPAY services

Domestic call breach

The following bars will apply in addition to “Non-Specific Breach” restrictions when the limit is breached by any of the following call event types: Landline / On Net / Cross Net / In Group / Voicemail / Directory Enquires* / Non-Geographical* / Video / Call Return / Other

Vodafone	O2
Outgoing Call Bar	Outgoing Call Bar**

Domestic data breach

The following bars will apply in addition to “Non-Specific Breach” restrictions when limit is breached by data only event types:

Vodafone	O2
GPRS Bar	GPRS Bar

Domestic SMS breach

The following bars will apply in addition to “Non-Specific Breach” restrictions when limit is breached by SMS only event types:

Vodafone	O2
Outgoing SMS bar	Outgoing SMS bar

International call (UK to abroad) breach

The following bars will apply in addition to “Non-Specific Breach” restrictions when limit is breached by International Call event types:

Vodafone	O2
International Bar	International Bar

Roaming call/SMS breach

The following bars will apply in addition to “Non-Specific Breach” restrictions when limit is breached by the following call event types whilst user is abroad: Back to UK / In Country / In Zone / Out of Zone / SMS / Roamed Other

Vodafone	O2
International Roaming Bar	Roaming Bar (Standard)*
Outgoing Roaming Bar	

*O2’s Roaming Bar affects all services whilst abroad including data

Roaming data breach

The following bars will apply in addition to “Non-Specific Breach” restrictions when limit is breached by data only event types whilst user is abroad:

Vodafone	O2
GPRS Roaming Bar	GPRS Bar

*O2’s GPRS Bar applied when roaming will also affect data usage upon return to UK

Please Note: Emergency services will not be restricted under any circumstances.

Barring Explained

NeX Mobile

Detailed below are the listed bars by network and a summary of what services those bars will restrict:

Vodafone bar description	Vodafone bar summary
Premium Call Bar	Restricts premium calls (excluding standard Non-Geographic and Directory Enquiries)
Premium SMS Bar	Restricts SMS from and to listed premium SMS services
Outgoing MMS Bar	Restricts device from sending MMS messages
Outgoing Call Bar	Restricts device from making outgoing calls of any kind
GPRS Bar	Restricts device data capabilities (also affects roaming GPRS)
Outgoing SMS Bar	Restricts device from sending SMS messages
International Bar	Restricts device from dialling abroad whilst in the UK

International Roaming Bar	Restricts device from making calls outside of country whilst roaming
Outgoing Roaming Bar	Restricts device from making calls whilst roaming including in country and back to UK
GPRS Roaming Bar	Restricts device data capabilities outside of UK only

O2 bar description	O2 bar summary
Adult Chat & Premium SMS Bar	Restricts SMS from and to listed premium and adult content services
Premium Calls Only Bar	Restricts premium calls (excluding standard Non-Geographic and Directory Enquiries)
Outgoing Call Bar	Restricts device from making outgoing usage of any kind. Including calls, SMS messages and GPRS
GPRS Bar	Restricts device data capabilities (also affects roaming GPRS)
Outgoing SMS Bar	Restricts device from sending SMS messages
International Bar	Restricts device from dialling abroad whilst in the UK
Roaming Bar (Standard)	Restricts device ability to roam, no access to calls, SMS messages or data whilst abroad

Fair Usage Policy

NeX Mobile

Unlimited Allowances

NeX Mobile Ltd unlimited bundles are truly unlimited where usage is appropriate to subscription type. Inappropriate usage would be considered as the following:

- Any usage outside normal commercial practice.
- Any usage made via automated means (also see Gateway/AIT FUP).
- Any usage that damages or impairs the hosting network.
- Any usage considered fraudulent, abusive, illegal or a nuisance.
- Data usage where users regularly tether to 12 or more devices or have used 650GB of data twice within a 6 month period.
- Data usage where roaming outside of the UK and exceeding more than 25GB within a single billing period We may investigate usage in order to ascertain whether your unlimited usage is in line with these guidelines.

In the event inappropriate usage is determined then we reserve the right to restrict services, adjust the plan or terminate the agreement based on the severity of the misuse.

Gateways/Artificially Inflated Traffic (AIT)

NEX MOBILE does not allow SIMs to be used in any equipment which enables the routing of calls or data (including, without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile to mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. NEX MOBILE reserves the right to suspend without notice should we believe that such equipment is being used. During suspension, the liability for any access charges or calls will rest with the partner.

Roaming

In line with Roam Like At Home legislation, we have introduced a Fair Usage Policy to ensure end user allowances are being used for purpose whilst roaming.

Policy Terms

Inclusive roaming services on our mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis.

If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as World Travel Select and/or legislation such as Roam Like At Home), for more than 50% of the time in any four-month rolling period, they can expect to receive a communication requesting a moderation of roaming services.

If a customer's usage continues to exceed 50%, as described above, over the two-week period following the first notification, NEX MOBILE reserves the right to either charge customers for this excessive usage or bar roaming services. Customers will be notified before any action is taken

