

I – Services Agreement

- 1 These are the terms and conditions on which we supply Services to you. Additional Services (including services relating to goods), may have additional terms and conditions including under Related Agreements.
- 2 The Services we supply and what you can expect of us
 - 2.1 The Service isn't available everywhere in the United Kingdom. It isn't available in other countries. The service is designed to support our equipment and we may not provide the Service to Equipment that is not able to receive the Service or is not approved by us. Some Equipment facilities may be available at a later date and additional charges may apply.
 - 2.2 The Service isn't fault-free; a range of different geographic, atmospheric or other conditions or circumstances beyond our control can impair it. For instance, coverage 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 Service at the same time. You're entitled to the quality of service generally given by a competent mobile telecommunications service provider, using its reasonable skill and care. Our network partners will attempt to re-perform disrupted Services when possible and may direct and manage traffic on the Network as is required to deliver this quality of service.
 - 2.3 We'll allocate you a number for use of your Equipment on the Network. The number does not belong to you and may be transferred to another service provider only in certain circumstances.
 - 2.4 We may record or monitor some calls, emails and any other communications between you and us (including those for example on social media) for training and quality control and our lawful business purposes. Our third party agents may do the same.
 - 2.5 Unless otherwise stated, you will be charged for incoming calls if you're using your Equipment abroad (including the cost of receiving voicemail messages). If you use Services abroad, it will usually take longer to be billed. It's best to check the cost of using your Equipment abroad before you travel. Accidental roaming might occur if you are in an area close to national borders because your Equipment picks up a network across the border. If this happens, you may be charged as though you were roaming on an international network.
 - 2.6 The Service could enable access to Content which may be chargeable. You may use Content only in a way that doesn't infringe the Rights of others (we call this "Approved Use"). 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.
 - 2.7 You're 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 you pay for that Content, or those goods or services using our Service(s). Unless otherwise specified, we will not be responsible for, any transaction for third party goods and services, unless we're negligent.
 - 2.8 You must give us your current email address and postal address for the purposes of billing and receiving Notices and other communications from us. You cannot provide us with addresses for businesses or organisations. You must keep this address up-to-date and/or tell us immediately if there are any changes to it. You're responsible for making sure your email address works and you'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we're negligent. If you want to update the email address we have for you, please email administration@friendsandfamilyalert.co.uk.
 - 2.9 Unless specified otherwise in a Related Agreement, we can add to, change, substitute, or discontinue any Additional Services we provide at any time. We don't guarantee any particular Additional Services will continue to be available. We have no liability for any Additional Services you choose to take from third parties, including if they are defective or deficient, and any dispute with a third party will not affect your obligation to pay Additional Services Charges.
- 3 How long this Agreement lasts:
 - 3.1 This Agreement starts when we accept your application (usually after you return your signed agreement)
 - 3.2 At the end of any Minimum Period this Agreement will continue until it's ended by you or us in line with **paragraph 8.2 below**. This Agreement may end before the end of any Minimum Period if you or we end it in line with **paragraphs 5 or 8** or under any Related Agreement.
- 4 Things we may have to do:
 - 4.1 Occasionally we may have to:
 - 4.1.1 Change your Mobile Phone number, or any other name, code or number, or the SIM Card associated with the Service. This might be if we're asked to do so by a government or regulatory body or if we reasonably believe that the change will make your use of the Service better. We'll give you reasonable notice before we make this type of change;
 - 4.1.2 Temporarily suspend the Service (or any part of it) including (but not limited to) for operational reasons, in an emergency, or for reasons of security. This might be if we're asked to do so by a government or regulatory body; or

- 4.1.3 bar access to certain numbers or Equipment from the Service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Equipment and/or the Service.
- 4.2 We may migrate your account from one billing platform to another. If we do, and the migration will affect your service in any way, we'll give you notice. If you are migrated, your billing date may change.
- 5 Charges for our Services:
- 5.1 Detailed charging information can be found on our Website (www.friendsandfamilyalert.co.uk/pricing). It may occasionally be necessary to increase our Charges so that we can continue to provide you with the Service to the standards set out in paragraph 11.1 and/or because our costs have increased in a manner which is wholly or partly outside of our control.
- 5.2 Your Monthly Subscription Charges may be subject to periodically adjustment due to changes in our cost. You will be given 30 days' notice of any change to your Monthly Subscription Charges and your Direct Debit will be varied from your next payment following this period. During your initial contract period no adjustment will be applied to your Monthly Subscription Charges.
- 5.3 We may also increase or decrease our Out-of-Bundle Charges from time to time. If we increase our Out-of-Bundle Charges, we'll give you Notice at least 30 days before the Out-of-Bundle Charges are due to go up and you'll have the rights explained in **paragraphs 5.4 and 5.5**.
- 5.4 You can end this Agreement without having to pay the Monthly Subscription Charges up to the end of any Minimum Period you have left, if we increase any of our Out-of-Bundle Charges in a way that would have had the effect of increasing your total bill (based on your usage in your bill in the month prior to our notification) by more than 10% if the increase(s) had applied for the whole of that month's bill.
- 5.5 If you want to end the Agreement because of one of the circumstances in **paragraph 5.4** you must give us Notice that you want to within 30 days of our Notice. If you don't give us Notice within 30 days, you accept the new Charges and the Agreement will continue with the new Charges.
- 5.6 We reserve the right to increase our Additional Services Charges at any time and by any amount. We'll post the new Additional Services Charges on our Website. If, following an increase you do not want to pay the new price then you may be able to, unless otherwise specified under a Related Agreement, cancel the relevant Additional Service, or stop using it. For Additional Services we provide with a recurring subscription we'll let you know at least 30 days before the Additional Services Charges are due to go up.
- 5.7 The restrictions in **paragraphs 5.2, 5.3 and 5.4** and your corresponding right to terminate under **paragraphs 5.4 and 5.5** won't apply if the increase or change is as a result of a requirement by a government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or the extension of an existing tax that has not previously applied.
- 5.8 For any calculations under **paragraph 5.4**, if you have any goodwill, discounts or other credits which reduce your actual bill total you'll need to look at the increase in your total bill as if the credits were not applied. Unless you have itemised billing the total amount for all Charges will be included as a single item on your bill.
- 5.9 You must pay the Charges on your monthly bill by the date stated on your bill. For any overdue payments we may charge interest at 2% per annum above the base lending rate 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.
- 5.10 We avoid setting usage limits on your account. We'll try to monitor usage of the Service through your account to control our credit risk and your exposure to fraudulent usage or unintended Charges caused by your usage, but we can't guarantee this and are not responsible or liable for any such fraudulent usage. If we see usage on your account that causes us concern, we might restrict use of the Service on your SIM Card and/or bar your SIM Card. You'll need to contact us before you can use any of the chargeable aspects of the Service again. You may also have to make an interim payment before the Service can be restored.
- 5.11 If we see an unusual pattern of payments or behaviour on your 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 your SIM Card and/or your ability to make payments. You'll need to contact us before you can continue to use our Services or make payments as normal.
- 5.12 You should keep your SIM Card safe even if you're not using it. You're liable for all Charges incurred under this Agreement whether by you or anyone else using your SIM Card (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.
- 5.13 We require you to pay your Charges by direct debit unless we tell you otherwise. An additional Charge may apply if you don't pay by direct debit. We will set out the amount of any such charge on our Website. If you are paying by credit or debit card you authorise the payment card company to give us and, on a strictly confidential basis, to our sub-contractors and/or agents, details about your payment card account if it's necessary in connection with the Agreement. You also authorise them to let us know if your payment account is terminated or suspended at any time.
- 5.14 There is an additional Charge to have your bills in paper format.
- 5.15 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.
- 5.16 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 your bill, with the VAT part of the charge being rounded down to the nearest penny.
- 5.17 You may be charged to receive certain premium-rated calls, text messaging services, multimedia messaging services and Content. Premium-rate services are operated by third parties, please check the promotional material for advertised rates before you use these services.
- 6 What we expect of you:
- 6.1 You must use the SIM Card(s) and the Service in the way described in any User Guides, or other instructions issued by us and in a responsible manner. You must use suitable Equipment or equipment for the Services you're trying to use. If you are a parent, carer or guardian, you are responsible for the use of the Equipment and the Service by a person in your care.
- 6.2 You agree:
- 6.2.1 to give us any information you provide us or we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date;
- 6.2.2 to take adequate steps to avoid damage to, unauthorised use or theft of the SIM Card;
- 6.2.3 that the SIM Card will at all times remain our property and you are not entitled to resell or distribute the SIM Card or the Service to anyone else;
- 6.2.4 to tell customer service as soon as possible by telephone if the SIM Card or your Equipment is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner; and
- 6.2.5 to cooperate with us in our reasonable security checks.
- 6.3 You must not use or permit anyone else to use the Service:
- 6.3.1 fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;
- 6.3.2 to make a call or send a message or to take pictures 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 anyone's privacy or is otherwise unlawful;
- 6.3.3 to cause annoyance, inconvenience or anxiety, as set out in the Communications Act 2003;
- 6.3.4 to generate Artificially Inflated Traffic or in a way which may harm our Network and/or affect the experience of other customers; or
- 6.3.5 to persistently send automated unsolicited communications (including SMS spam).
- 6.4 You must not establish, install or use a Gateway Device or SIM Box without our prior written consent (including devices tethered via cable, Bluetooth or WiFi, to a computer or the internet, when used for making large volumes of calls, using large volumes of data or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.
- 6.5 You must tell us immediately by contacting **The Data Controller at Lifemax Limited, 1 Pipers Court, Thatcham, RG19 4ER** if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained about. You agree that you are taking the SIM Card(s), Equipment and the Service solely for your own personal use and you are not allowed to re-sell our Services without our express permission.
- 7 When we might bar or disconnect your SIM Card
- 7.1 We can, at our discretion and without notice, bar your SIM Card from making calls (other than to the emergency services), sending messages or accessing data and/or disconnect it from the Network:
- 7.1.1 if you do not comply with your obligations under **paragraph 6** or any of the events set out in **paragraph 8.1** occur;
- 7.1.2 if the SIM Card is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your SIM Card;
- 7.1.3 if you are abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or
- 7.1.4 If you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect our Networks or reputation.
- 7.2 You may have to pay an unbarring charge and, if relevant, a reconnection charge if the Service is temporarily barred and/or your SIM Card is disconnected from the Network for the reasons stated above. As a condition of unbarring or reconnecting your Service we may require that you set up a direct debit authority for the payment of any future Charges.
- 7.3 If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended under **paragraph 8**.
- 8 Ending the Agreement
- 8.1 As well as any other rights we have, we can end the Agreement and/or a Related Agreement at any time, with immediate effect if:
- 8.1.1 you don't pay Charges when they are due. This includes any deposit we've asked for;

- 8.1.2 you break this Agreement and/or a Related Agreement in any other material way and you don't correct the situation within 7 days of us asking you to;
- 8.1.3 we reasonably believe that the Service is being used in a way forbidden by **paragraph 6**, even if you don't know that the Service is being used in such a way;
- 8.1.4 you're in breach of **paragraph 6.3** or you persistently behave in a way that would allow us to bar your SIM Card in accordance with **paragraph 7** of this Agreement;
- 8.1.5 we reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;
- 8.1.6 you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or
- 8.1.7 you refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.
- 8.2 This Agreement can be ended by either you or by us giving at **least 30 days' Notice** (in line with **paragraph 15**). Unless your statutory rights allow otherwise, you must pay us any outstanding Charges, including the Charges for this notice period.
- 8.3 Unless otherwise specified, if you end this Agreement during any Minimum Period or we end this Agreement under **paragraph 8.1**, you must pay us a fee of no more than each of the Monthly Subscription Charges up to the end of the Minimum Period. If you pay us the fee of no more than each of the Monthly Subscription Charges up to the end of that Minimum Period in a single payment, we may reduce the amount due by a rate determined by us. This doesn't apply if you end the Agreement for the one of reasons in **paragraph 8.4** below.
- 8.4 You can end this Agreement by giving us: Notice (in line with **paragraph 15**) if:
 - 8.4.1 we break a material term of this Agreement which completely restricts our ability to provide you with the Service and we don't correct it within 7 days of receiving your complaint;
 - 8.4.2 we go into liquidation or a receiver or administrator is appointed over our assets;
 - 8.4.3 we increase our Charges in a way that would allow you to end the Agreement under **paragraph 5.4 and/or 5.5**; or
 - 8.4.4 we change the terms of this Agreement to your significant disadvantage (which for the avoidance of doubt shall not include an increase in Charges for Additional Services, or an increase in Charges as set out in **paragraphs 5.2, 5.3 or 5.4**).
- 8.5 If you end this Agreement and have a credit on your final bill, please email us at **administration@friendsandfamilyalert.co.uk** and we'll arrange to have this refunded to you.
- 9 Your right to change your mind about the Service Agreement and Equipment
 - 9.1 Unless we've said otherwise, you can cancel this Service Agreement before the end of the 14 day Change-Your-Mind Period from the day after your agreement starts. This is in addition to any statutory rights you may have. It applies as long as you give us notice within this period either by returning your SIM Card to **Lifemax Limited, 1 Pipers Court, Thatcham. RG19 4ER**.
 - 9.2 If you are cancelling under **paragraph 9.1** you must return any Equipment that we supplied or sold you as part of this Agreement, undamaged, unlocked (i.e. free of security or software locks) with proof of purchase, in the original packaging and complete with all the original parts, within the Change-Your-Mind Period. You'll be charged for Non>Returns.
 - 9.3 Your Services will begin immediately if you already have a SIM. You can use the Service during the Change-Your-Mind Period, but you will have to pay for the cost of any Charges incurred (including a daily rate to cover your Monthly Subscription Charges for the appropriate number of days you have the Service, calls, texts or data, third party services as well as roaming or other usage that may take longer to be billed).

II – General Terms and Conditions

- 10. These General terms and conditions are part of the Services Agreement and/or Equipment Agreement that you've agreed to.
- 11. Limitation of Liability
 - 11.1. Unless specifically stated otherwise in any Relevant Agreement, we have no liability other than the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider and retailer. We don't accept liability for losses which haven't resulted naturally from our breach or which we could not have seen coming, or any loss of data, profits, business, costs, expenses, or any other form of financial loss. We will provide you with compensation that you are entitled to in accordance with your legal rights.
 - 11.2. You agree we have no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless we are negligent.
 - 11.3. in this Agreement excludes or restricts the liability of either you or us for:
 - 11.3.1. death or personal injury resulting from negligence; or
 - 11.3.2. or fraudulent misrepresentation.

- 11.4. If we're found to be liable to you our liability will not exceed £3,000 (except in either case under the paragraphs immediately above or below).
- 11.5. Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.
- 11.6. Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.
12. Loss or Damage to your Equipment
- 12.1. If the SIM Card or your Equipment is lost, stolen, damaged or destroyed you'll be responsible for any Charges incurred (except for in certain circumstances) until you've contacted us to tell us what's happened.
- 12.2. You'll be required to continue payments for the Charges relating to the Services Agreement even if your Equipment is stolen. This Agreement will continue until it's ended in line with **paragraph 8**.
13. Things beyond our reasonable control
- 13.1. Except for the obligations under **paragraphs 5, 6 and 7** if either of us can't do what we've promised because of something beyond our reasonable control (such as 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.
14. Assignment
- 14.1. You can't assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.
- 14.2. We can assign or transfer our rights and obligations under this Agreement or any part of it or a Related Agreement, on the same terms, to any third party.
15. Notices
- 15.1. If you want to end the Agreement for any of the reasons described in **paragraph 8.2 or 8.4**, you must call customer service and give us Notice of at least 30 days. If you want to end the Agreement under paragraph 8.4.1 you must give us written notice of at least 7 days.
- 15.2. Any other type of notice related to this Agreement must be:
- 15.2.1. by you in writing and delivered by email, by hand or sent by pre-paid post, to us at the address Lifemax Limited, 1 Pipers Court, Thatcham, RG19 4ER; and/or
- 15.2.2. by us in writing by post or email to you at the most recent address you've given us.
16. Changes to the Agreement
- 16.1. We can make reasonable changes to this Agreement at any time. All changes will be posted on our Website. Please check regularly for updates.
- 16.2. If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we'll give you 30 days' Notice before the changes take place.
17. How we use your information
- 17.1. You agree that we can search the files of credit reference agencies and that they may keep a record of that search. We can also carry out identity and antifraud checks with fraud prevention agencies and other third parties and we sometimes share data with such parties to protect you against fraud. We and other organisations can access and use the information recorded by fraud prevention agencies from other countries. If you give us false or inaccurate information and we identify or suspect fraud, we'll record this in accordance with our internal policies and/or industry standards. Details of how you conduct your account may also be disclosed to those agencies, organisations, law enforcement agencies and other telecommunications companies. The information may be used by us and other parties in assessing applications for and making decisions about credit, credit related services or other facilities and insurance (including motor, household credit, life and other insurances and claims) from you and members of your household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by us and other parties for checking your identity, checking details of job applicants and employees, statistical analysis about credit, insurance, fraud and to manage your account and insurance policies. We may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies while this Agreement is ongoing.
- 17.2. Information held about you by credit reference agencies may be linked to records relating to your Financial Associate(s). For the purposes of this application you declare that you and your Financial Associate(s) are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your Financial Associates that is likely to affect our willingness to offer the Service to you. You authorise us to check the validity of this declaration

with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis. For the purpose of this paragraph a "Financial Associate" is someone financially linked to you (for instance, a spouse, partner or family member). We may also refuse to accept payments from you where we identify an unusual pattern of payments or behaviour, or to comply with our anti-money laundering obligations.

- 17.3. You authorise us and carefully selected third parties to use, assess, analyse and disclose, in the UK and abroad, information about you, your use of the Service(s) including, but not limited to, phone numbers and/or email addresses of calls, texts, data and other communications ("Communications") made and received by you and the date, duration, time and cost of such Communications, how you conduct your account and the location of your Equipment for the purposes of operating your account and providing you with the Service(s) and services provided by others; to improve our and our partners' products and services and develop new ones; to manage our Network; to help us run and grow our business; to keep you informed about the end of your Minimum Period or other details relevant to your Service; for marketing purposes including amongst other things to identify and tell you about, or offer you, by phone, post, your Mobile Phone or other Equipment, email, text (SMS), or other means, any further products, services and offers which we or our partners think might interest you; for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency, bank or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us.
18. Is there anything else?
- 18.1. If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.
- 18.2. If you don't want your number to be shown on the phone of the person you're calling, dial 141 before their number. Otherwise our Network may show them your Mobile Phone number. Your number will be disclosed in relation to calls you make to emergency services.
- 18.3. This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to.

The Definitions

In this Agreement (including these General Terms):

"Additional Services" means extra services (i.e. not the Services you pay for as part of your Monthly Subscription Charges or your Out-of-Bundle Charges) that you may use or choose to take from us and/or third parties, which may or may not be covered by a Related Agreement, including but not limited to, Bolt Ons, roaming and international services, payment services, wifi services, premium rate services, non-standard and special numbers, non-geographic numbers, directory enquiry services, provision of Content and mobile applications;

"Additional Services Charges" means charges for Additional Services;

"Agreement" means this agreement (which includes the Services Agreement, the General Terms, our Tariff Terms, our Privacy Policy and any other relevant terms specified on our Website). It also includes the details of your application for our Service;

"Approved Use" means use of Content in a way that doesn't infringe the Rights of others;

"Artificially Inflated Traffic" means calls, data or texts that result in patterns that are disproportionate to the overall type, amount, duration and/or extent of calls, data or texts which would be expected from good faith usage of our Network or Services;

"Charges" means all the charges associated with Service(s) described in this Agreement, Related Agreements, our Tariff Terms, on our Website and in any marketing material, including Monthly Subscription Charges, Out-of-Bundle Charges, Additional Services Charges and charges under a Device Plan;

"Change-Your-Mind Period" means the number of days you have to cancel your Agreement and/or return or swap your Equipment, which will be 14 days unless otherwise specified;

"Communications" means calls, texts, data and other communications;

"Content" means 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;

"Device Plan" means a Related Agreement which specifies the terms under which you pay in instalments for your Equipment;

"Equipment" means the Mobile Phone, laptop computer, netbook, tablet, wearable device or any goods we supply to you under the Equipment Agreement;

"Financial Associate" means someone financially linked to you (for instance, a spouse, partner or family member);

"Gateway Device/SIM Box" means a device(s) containing one or more SIM Cards for one or more mobile networks

and which enable(s) communications to mobile networks, landlines or to generate SMS texts;

"Insurance Providers" means the underwriters and administrators of any insurance policy you take from us;

"Minimum Period" means the minimum period for the Service selected by you and on which your Charges are based. This runs from the day on which the Service is first supplied (or from the day on which you take an upgrade) and may be 30 days, 12, 18 or 24 months depending on the tariff that you sign up for;

"Mobile Phone" means a cellular telephone or other device that you put a SIM Card into to receive the Services;

"Monthly Subscription Charges" means the fixed amount you pay on a monthly basis for the Services (i.e. the standard mainland UK calls, texts and data included in your tariff);

"Network" means the mobile telecommunication system and wifi network run by us;

"Non-Return" means Equipment which we do not receive back, or Equipment which is damaged, locked or disabled by security programmes or other software so that we are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

"Notice" means as further set out in paragraph 15, your call to give us notice to terminate in accordance with paragraph 15.1, or your letter or email to our customer services, as applicable;;

"Out-of-Bundle Charges" means Charges you will incur for our Services when you exceed the inclusive allowances you pay for as part of your Monthly Subscription Charges (i.e. standard mainland UK calls, texts and data in excess of your inclusive tariff allowance) and not including Additional Services;

"Related Agreement(s)" means other terms and conditions which you separately agree to, under which we or our group companies agree to provide you with good(s) or service(s);

"Rights" means copyright, trademark and other relevant proprietary and intellectual property rights relating to Content;

"Service(s)" means any service that we provide to you under this Agreement. It may include any or all (as the case may be) of the following services: airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services we agree to provide to you;

"SIM Card" means the subscriber identification module card that you'll need to be able to use the Service;

"SIM Only Tariff" means a tariff where we don't supply Equipment when you subscribe to the Service;

"User Guide" means any guide(s) or documentation supplied with your Equipment either by us or by your Equipment's manufacturer that explains how to use the Service with your Equipment;

"Website" means our website at www.friendsandfamilyalert.co.uk;

"We", "us", "our" or "Lifemax" means Lifemax Ltd of 1 Pipers Court, Thatcham, Berkshire. RG19 4ER.

Registered in England and Wales under Company number 4666712 and VAT number GB 815 2179 40; and

"You" means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority.