

The following Terms and Conditions apply from the 11th of June 2014.

We know you hate it, we do too, but here's the small print. It covers your use of our mobile service, your phone if you've bought it from us and also our website.

We ask you to accept these Terms and Conditions when you activate your SIM Card or order your phone and your activation of the service or placing of a phone order means that you accept them.

We'll keep these Terms and Conditions up-to-date at giffgaff.com at the link of the bottom of every page. Please check them regularly since by continuing to use our service after a change will mean that you have accepted the change.

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1. Explanation of Certain Words

"**4G Service**" means the Service which provides access to 4G data access over the Network;

"**Account**" means the account which records details of the amount of airtime balance you have, from time to time;

"**AIT**" means Artificially Inflated Traffic and occurs where the flow of calls to any particular revenue share service is, as a result of any activity on or on behalf of the party operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the Network;

"**Blog**" means the [community blog webpage](#) on giffgaff.com;

"**BlackBerry Plan**" means a Bundle including minutes, texts and data for use in conjunction with a SIM Card and a Blackberry device, and which includes BlackBerry Messenger, BlackBerry Push E-mail and BlackBerry Internet (as described in more detail on giffgaff.com);

"**Bundle**" means a Service allowance for use in the UK only (including a goodybag, gigabag and/or BlackBerry Plan);

"**Charges**" means all the charges associated with the Service described on giffgaff.com;

"**Community Guidelines**" means the community guidelines as published [here](#);

"**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 content providers from time to time;

"**Device**" means a cellular telephone or other device (including but not limited to tablets or laptop computers) that you put a SIM Card into to receive the Services;

"**Forum**" means the [community forum webpage](#) on giffgaff.com;

"**goodybag**" means a Bundle including minutes, texts and data for use in conjunction with a SIM Card and a mobile phone device;

"**gigabag**" means a data-only Bundle for use in conjunction with a SIM Card;

"**GSM Gateway**" means a device (not designed or adapted to be capable of being used whilst in motion) for wireless telegraphy designed or adapted to be connected by wireless telegraphy to the Network or the cellular telecommunications system of another network operator and used solely for the purpose of sending or receiving messages conveyed by means of the Network or the cellular telecommunications system of another network operator;

"**Intellectual Property Rights**" means: (i) any (and any rights subsisting in any) patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights;

"**Network**" means the cellular telecommunication system run by Telefónica UK Limited;

"**Participation**" means customer involvement, such as referring a friend, voting on business decisions, or answering questions on the customer forum;

"**Payback**" means a payback of the points you have earned by getting involved with giffgaff;

"**Payback Date**" means the date specified by giffgaff to make the Payback;

"**Registration**" means our acceptance of your application to register with us for the Service once you purchase call time from us. "Register" has a corresponding meaning;

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

"**Service**" means any or all (as the case may be) of the following services: airtime service enabling you to make or receive calls and to send and receive data (via, for example,

WAP, GPRS or 3G) by means of the Network, the ability to send and receive email via the Internet, the ability to access information from the Internet, the ability to access and use the giffgaff blog or forum, and any additional services we agree to provide to you;

"**SIM Card**" means a card or other device provided to you by giffgaff and bearing a unique telephone number programmed to allow a mobile phone to access the Service;

"**SIM Activation**" means the SIM Card has been activated online at giffgaff.com. SIM activation is a process that includes creating an account for giffgaff and making your first top-up or goodybag purchase;

"**Spread giffgaff SIM**" means a SIM card which has been ordered via another member to qualify for Payback points on activation of that SIM card;

"**Terms and Conditions**" means these terms and conditions;

"**WAP Services**" means Services provided via Wireless Application Protocol (a secure specification that allows users to access Content via handheld devices such as a mobile phone);

"**Web Services**" means Services provided from our Website and any additional websites linked from our Website;

"**We**", "**us**", "**giffgaff**" and "**our**" means giffgaff Limited, 260 Bath Road, Slough, Berkshire, SL1 4DX; and

"**You**" means the customer to whom the terms and conditions apply, and it includes a person who we reasonably believe is acting with your authority.

1.2. giffgaff.com contains explanations, definitions, notes and conditions which form part of these Terms and Conditions.

1.3. All Services, offers and promotions may be subject to supplemental terms as advertised in our marketing literature and as set out on our website giffgaff.com. Please check our site regularly as any such terms may be updated from time to time.

2. Provision of Service

2.1 The Service is subject to Network coverage and is not available in all parts of the United Kingdom or in all other countries and may be restricted to certain areas within those countries where access to the Service is possible.

2.2. We may using reasonable skill and care exercise our discretion to refuse to provide any part of the Service to you (and this may involve barring certain numbers from the Service on a temporary or permanent basis, in circumstances where it is necessary for us to do so). Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control and you will be entitled to the quality of Service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care.

2.3. We will do our best to provide Service to you and any additional service requested by you (such as roaming) or if you instruct us to change your Service (e.g. to bar calls) by any date we have agreed with you but our ability to do so may be affected by circumstances beyond our control and we will not be liable to you if this is the case.

2.4. The Network may from time to time require upgrading, modification, maintenance or other work which may result in partial or complete non-availability of the Service.

2.5. We or our agents may record or monitor telephone calls between you and us (or our agents) for training, quality control and our lawful business purposes.

2.6. We will use reasonable endeavours to maintain Content but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. It is a condition of us allowing you access to Content that you accept that we will not be liable for any action you take in reliance on Content.

2.7. We may vary Content or the technical specification of Service from time to time.

2.8. giffgaff reserves the right to restrict access to certain services due to age restrictions.

2.9. Occasionally we may need to:

- a) alter the number of your mobile phone, or any other name, code or number associated with the Service for reasons beyond our control such as where requested to do so by a governmental authority or regulatory body or where we reasonably believe that the alteration will enhance your use of the Service. If this is the case we will give you reasonable notice;
- b) temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for your security; and/or
- c) bar certain numbers from the Service on a temporary or permanent basis in order to prevent fraud or in circumstances where we would suffer direct loss.

2.10. Maximum call duration is 9 hours.

Additional terms and conditions in respect of giffgaff's 4G Service

2.11 These terms and conditions apply to any member that has purchased a 4G Service goodybag in addition to the rest of the Terms and Conditions listed.

2.12 Access to our 4G Service is only available on selected goodybags as described on the giffgaff website. Once you have purchased a 4G Service goodybag, you will have access to the 4G Services for the duration of your goodybag. After your 4G goodybag expires, you will continue to have access to 4G Services whilst you are in credit or until you purchase a 3G Service goodybag or 3G Service gigabag, or contact an agent to have 4G Service removed from your account.

2.13 If you purchase a 4G Service goodybag at a time when you do not have 4G activated on your account, giffgaff will start to set-up your access to the 4G Service This can take up to 24 hours, although is normally quicker and you can still use your data allowance on 2G and 3G Services in the meantime.

2.14 The 4G Service will give you access to our 4G Service in the UK. Roaming is not currently available with our 4G Services.

2.15 We reserve the right to implement 4G Service traffic management in the future, but if we do then it will be in accordance with the Broadband Stakeholder Group Agreement and details would be clearly shared on giffgaff.com.

- 2.16 As with 3G Service, our 4G Service may be affected by the number of people using the 4G Service, maintenance and upgrades, faults from other networks, the weather, other environmental factors or degradation.
 - 2.17 Before signing up for the 4G Service, you should check our coverage checker at giffgaff.com/4g. This is an indicator and predictor of outdoor coverage, but coverage may vary depending on time and location. The coverage checker is a guide and does not guarantee signal coverage. Data reception and speeds may not be as good indoors or in a car. Radio-based mobile technologies can also be affected by local factors including buildings, trees and even weather conditions.
 - 2.18 In order to access the 4G Service you will need a 4G ready phone, 4G goodybag, 4G SIM card and you may need to do a software update on your phone if it does not have the software required to access the 4G Service. If you do not already have a 4G SIM card, then giffgaff may still enable you to purchase a 4G goodybag and access the 4G Service, but we recommend that you carry out a SIM swap to a new 4G SIM at your earliest opportunity to ensure you are receiving the best possible service. Once you have access to our 4G Service, you will be able to access mobile internet data over our 4G Network whenever you are in a 4G-coverage area. When in our other mobile data network areas (for example Edge/GPRS/3G/HSPA areas) you will still be able to access non-4G data as usual.
 - 2.19 Your data allowance will be used for all our different types of mobile data (for example Edge/GPRS/3G/HSPA areas) and will not differentiate between the types of mobile data you are using.
 - 2.20 If you are participating in a trial (for a 4G Service goodybag or otherwise) there may be other terms which apply to such trial. These will always be set out and kept up to date on giffgaff.com.
- ### 3. Your use of the Service
- 3.1. You may only use Content in a way that does not infringe the Rights of others ('**Approved Use**') and you must comply with all other instructions issued by us regarding use of Content. You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than for an Approved Use. The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that you may print or download extracts of Content for your personal use only.
 - 3.2. You are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Service. We will not be a party to or in any way responsible for any transaction concerning third party goods and services, except in the case of negligence on our part.
 - 3.3. You must provide us with a current email address and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your email mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.
 - 3.4. You may only use a device with an IMEI number associated with it on the Network.
 - 3.5. To access our data Services your mobile device must be data compatible and enabled.
 - 3.6. The ability to send picture messages and text messages or to use mobile internet services requires a compatible handset.
 - 3.7. All usage of your SIM Card must be for your private, personal and non-commercial purposes. You may not use your SIM Card in such a way that adversely impacts the service to other giffgaff members.
 - 3.8. You may ask us to include your mobile phone number in a telephone directory and/or a directory enquiry service. However, you should be aware that, if you request this service (for which we may charge a fee) your number will be made accessible to companies that compile information for marketing purposes. If you are worried about this, you can prevent it from happening by registering your mobile phone number with the Telephone Preference Service on www.tpsonline.org.uk. If you want your mobile phone number to be included in a directory and/or a directory enquiry service, please contact Member Services.
 - 3.9. Your use of the Services must be for your private, personal and non-commercial purposes. You may not use your SIM Card:
 - a) in, or connected to, any other device including modems, dongles and Tablet devices and is not a laptop or desktop computer, or is in any other way connected to a PC (unless you are on a gigabag or a goodybag plan with a limited mobile internet allowance, or are on our standard rates through Airtime Credit). This includes using your phone as a Wi-Fi hotspot in order to connect multiple devices, and any other form of tethering activity.
 - b) for any form of automated usage of mobile services;
 - c) fraudulently;
 - d) in such a way that adversely impacts the service to other giffgaff members; or
 - e) illegally.If giffgaff reasonably suspects you are not acting in accordance with the conditions of this clause, giffgaff reserves the right to impose standard charges, impose network protection controls (which may reduce your speed of transmission), remove a Bundle from your account or block access to the internet at any time, and/or bar or suspend your SIM Card from the Service, having first tried to contact you.
 - 3.10. You agree:
 - a) and warrant that all factual information you provide to us is correct;
 - b) that the SIM Card is supplied to you under licence and shall at all times remain our property;
 - c) to contact giffgaff immediately if your SIM Card is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner and to cooperate with us in our reasonable security and other checks;
 - d) to comply with the giffgaff Community Guidelines and terms and conditions relating to use of the giffgaff blog and forum;
 - e) if your SIM Card is lost, stolen, damaged or destroyed or used without your authority, we shall have no obligation to make a refund to you of the credits left on your Account; and
 - f) you will not use or permit anyone else to use your SIM

Card or the Service:

- i. fraudulently, or in connection with a criminal offence, in breach of any law or statutory duty;
 - ii. to make a call or send a message, to take a 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 privacy or otherwise unlawful;
 - iii. to cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
 - iv. other than in accordance with acceptable use policies of any connected networks and (if appropriate) any relevant Internet standards;
 - v. to generate AIT;
 - vi. via a GSM Gateway so that the Service is provided via the GSM Gateway to third parties; or
 - vii. to persistently send unsolicited communications.
- 3.11. You must tell us immediately by emailing datacontroller@giffgaff.co.uk, if anyone makes or threatens to make any claim or issue 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 of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 3.12. If you do not want your number displayed on receiving mobile phones, Key 141 before the number you wish to call. Otherwise you agree that our Network may allow the display of your telephone number on receiving handsets. Please note your number will be disclosed in relation to calls you make to emergency services.
- 4. Payment and Refunds**
 - 4.1. You can pay for the Service by purchasing airtime credit, a Bundle on giffgaff.com or by purchasing a top-up voucher and redeeming it with us or by any other methods approved by us from time to time. giffgaff currently accepts Visa Debit, Visa Credit, Delta, Mastercard and Electron cards for payment. By using a credit or debit card you confirm that the credit/debit card being used is yours or you have permission from the card holder to use their card.
 - 4.2. Each time you incur charges, your Bundle allowance or credit will be reduced according to the duration and type of call/message or the amount of data used by reference to the Charges.
 - 4.3. Payments by credit or debit card can be in increments at a minimum value as determined by giffgaff and will be credited to your account, subject to our carrying out our usual security checks. We will not have any obligation to make a refund to you where you purchase more call time than you intend, for whatever reason.
 - 4.4. Your credit/debit card may be subject to validation checks and authorisation by your card issuer. Please note that your details will be passed to third parties for the purposes of carrying out these checks and reporting any fraudulent activity. Please refer to our [Privacy Policy](#) for more information.
 - 4.5. If you wish to stop using the Service at any time, there will be no refund of unused call time.
 - 4.6. You may be charged to receive certain premium rate text messaging services and multimedia messaging services. We will not notify you of charges for premium rate services operated by third parties.
 - Auto Top-up, recurring Bundles and queued Bundles**
 - 4.7. Auto Top-up up is a recurring payment method that enables you to automatically top up your giffgaff account by an amount that you have previously set (in the increments available) when your balance falls below £3.00. Refunds can only be processed to a saved, valid debit or credit card as described in clause 4.1
 - 4.8. A recurring Bundle is a recurring payment method that enables you to automatically renew your chosen Bundle. Payment for a recurring Bundle will be taken at the time that the Bundle allowance is activated on your account.
 - 4.9. You can register for Auto Top-up or a recurring Bundle by visiting 'My payment details' in the 'My giffgaff' section of giffgaff.com.
 - 4.10. giffgaff will notify you of taking a payment from your account following an Auto Top-Up, recurring Bundle purchase, both by email and a text message to your phone.
 - 4.11. If your credit or debit card details change at any time, you must update your payment details on the 'My Payment Details' section of giffgaff.com immediately. If you do not do this, Auto Top-Ups or recurring Bundles may not work and your balance will not be topped up. Please note that changes will take at least 24 hours to process.
 - 4.12. giffgaff shall not be responsible for any loss or damages incurred as a result of delayed or incorrect top-up, Auto Top-up or recurring Bundles payment.
 - 4.13. You may cancel your Auto Top-up or recurring Bundle at any time on 24 hours' notice by cancelling your payment on the 'My Payment Details' section of giffgaff.com.
 - 4.14. giffgaff will contact you if your card issuer refuses to authorise an Auto Top-up or recurring Bundle payment. You may be required to contact your card provider for further information. giffgaff is not responsible for any additional charges which may be imposed on you by your card issuer.
 - 4.15. The information that you have supplied will be used for the purpose of providing you the Auto Top-up or recurring Bundle service so that giffgaff and/or its agents can process the payments that you have authorised.
 - 4.16. giffgaff is entitled to suspend or terminate your Auto Top-up or recurring Bundle selection at any time for any reason and will give you reasonable notice of this where possible. In the event that you lose your SIM Card or have it stolen, you must report this by logging into the "My giffgaff" section of giffgaff.com and following the instructions in the 'Lost & Stolen' section in order to stop your Auto Top-up or recurring Bundle payments. Once you have your new SIM Card you will need to re- activate your Auto Top-up or recurring Bundle.
 - 4.17. You may only have one active Bundle at any given time. If you buy a Bundle when another Bundle is active, then the new Bundle will be queued until the existing Bundle expires.

This is known as a 'queued Bundle'. You may only queue one Bundle at any given time and you cannot queue a Bundle if you already have recurring Bundles switched on.

- 4.18 Queued Bundles may be purchased either by using a valid credit or debit card, or by converting your phone credit into a Bundle allowance. Payment for a queued Bundle will be taken at the time of purchase, not at the time that the Bundle allowance is activated on your account. A queued Bundle may be cancelled by contacting an agent at any time up until 24 hours before the queued Bundle is set to be activated on your account.
- 4.19 giffgaff reserves the right to withdraw the Auto Top-up and/or recurring goodybag payment service and/or queued goodybags at any time.

5. The Charges and free giffgaff calls

- 5.1. The Charges are published on [giffgaff.com](https://www.giffgaff.com) and include VAT unless otherwise stated.
- 5.2. Unless otherwise stated, a one minute minimum call Charge will apply to all chargeable calls. All calls are charged in one second increments after the first minute.
- 5.3. You can make free UK calls, texts, call forwarding and video calls to other giffgaff customers subject to you topping-up or using a credit/debit card to make a goodybag purchase once every 3 months. Such calls are at no extra cost for the first 60 minutes per call, after which the call will be charged using Charges applicable to standard non-giffgaff UK mobile pricing. To re-commence the free minutes, re-dial after 60 minutes.
- 5.4. We may increase or decrease our Charges at any time (including the introduction of charges for aspects of the Service previously provided at no extra cost). Where we increase the Charges significantly for the elements of the Service you are using we will notify you before the changes become effective. Notification will be via text message and/or email.

6. Bundles (goodybags, gigabags and BlackBerry Plan)

- 6.1 Once you've bought a Bundle, we will send you an e-mail and an SMS and update your 'My giffgaff Newsfeed' to confirm the purchase.
- 6.2 A Bundle lasts for a month, after which the associated allowance expires. This period starts from the moment you successfully make your purchase and the Bundle is allocated to your account. If you have any remaining allowance at the end of the period it will expire and not be rolled-over into the next month.
- 6.3 Standard Charges will apply where you have used up your Bundle allowance and continue to use the associated Service. NB: If the Bundle includes a limited amount of internet data, then a special rate of 2p per MB will be charged rather than the standard data rates until the expiry of that Bundle. In addition (on the gigabags only) you will receive a free buffer of 50MB of data before this is charged.
- 6.4 Roaming pricing applies when the Services to which such Bundles apply are used outside of the UK.
- 6.5 Inclusive calls and texts are for standard UK mobile numbers or standard UK landlines (starting 01 or 02 or 03) only.

Picture or video messages and call forwarding are excluded unless otherwise stated. Calls and text messages to other numbers may be charged at out-of-Bundle rates as set out in the Charges.

- 6.6 If you report your SIM lost or stolen, and have already purchased a Bundle which is currently live, it will not be refundable.
- 6.7 giffgaff reserves the right to remove or vary the terms of any Bundle. Where we vary the terms of a Bundle you are using to your disadvantage, we will notify you of this by text message.
- 6.8 If the Distance Selling Regulations apply, you acknowledge and agree that you will not have a right to cancel under the Distance Selling Regulations once your chosen Bundle has been activated. Your statutory rights are unaffected.

Hokey Cokey goodybag

- 6.9 The Hokey Cokey goodybag provides an allowance of 60 minutes and 300 texts. This goodybag also provides that for every full minute of UK inbound calls received, other than originate from other giffgaff members, you will be credited with a one minute UK call credit. This credit will be applied once the relevant inbound call has been completed. A maximum of 60 minutes call credit can be accrued per inbound call. Accrued call credits will expire at the end of the monthly Hokey Cokey period and will not roll-over into the next month.
- 6.10 The Hokey Cokey goodybag is subject to change and may be withdrawn at our discretion. We may remove free minutes earned at any time without notice if we suspect that you are misusing this service, you have breached these Terms and Conditions, you have breached the giffgaff Privacy Policy, or if we have received a serious complaint about you, or if you have otherwise engaged in conduct which may breach any law or regulation or bring giffgaff into disrepute.
- 6.11 If you have qualified for free calls, texts, call forwarding and video calls to giffgaff mobiles, making a call to a giffgaff number will not use any of your goodybag allowance.

gigabags

- 6.12 Once you have purchased a gigabag you can use the associated SIM Card in all data devices, including Tablets, dongles, PCs or other devices that give you the ability to use the Internet. All gigabag usage must be for your private, personal and non-commercial purposes.
- 6.13 If you exceed your gigabag allowance we will give you a free additional overdraft allowance of 50MB to use up to the expiry of that gigabag's monthly period. If you exceed your overdraft allowance, further data usage will be charged at 2p per MB until the expiry of that gigabag's monthly period. We will notify you by text if you are approaching your limit.
- 6.14 If your gigabag allowance runs out or expires, you can buy a new gigabag. If you have not done so by the expiry of the monthly period which applied to your last gigabag, any data used from the end of that monthly period will be charged at giffgaff's standard out-of-Bundle data rate as set out in the Charges.

BlackBerry Plan

6.15 The BlackBerry Plan is similar to a goodybag, but also allows you to use certain BlackBerry features on certain BlackBerry Devices, such as BlackBerry Messenger, BlackBerry Push E-mail and BlackBerry Internet.

6.16 Roaming on a Blackberry Device is subject to having purchased a BlackBerry Plan and will be restricted to 10MB per day, which you get for free, when you are roaming.

7. Promotional offers and competitions

7.1 giffgaff may make certain promotional offers available and run certain competitions from time to time, to which supplemental terms and conditions shall apply, as shall be set out at giffgaff.com.

7.2 giffgaff reserves the right to amend or withdraw promotional offers or competitions at any time.

7.3 No cash alternatives shall be available in respect of promotional offers or competition prizes.

7.4 The promoter of all promotional offers and competitions to which supplemental terms apply is giffgaff (that's us), 260 Bath Road, Slough, Berkshire, SL1 4DX.

8. Earning Payback points through Participation

8.1 You can benefit from Paybacks by earning points from certain types of Participation. We will calculate the number of points you have earned and you can convert these into pounds sterling and (i) use the money to apply airtime credit to your giffgaff account; (ii) make a transfer to your PayPal account (where points accumulated is greater than or equal to 1,000); or (iii) donate it to the community chosen charity.

8.2 You can start earning Payback points from the date of your SIM Activation. A guide to how Payback points work, can be found [here](#).

8.3 The Payback Dates stipulated by giffgaff can be found on giffgaff.com and are subject to change. It can take up to 15 days for giffgaff to fulfill your Payback.

8.4 Payback points are calculated according to the Payback Dates. To qualify for a Payback you must have an active SIM Card at the Payback Date period end date and have successfully made a connecting call or SMS to any mobile or used mobile internet at least once in the 3 months prior to the Payback period end date.

8.5 You must make your selection before the Payback selection window closes. If you select PayPal transfer, you are responsible for providing us with valid PayPal account details. If these details are invalid and the payment is rejected by PayPal, your points will be rolled over to the next Payback period. Rolled over points will expire if during this next selection window you again don't make a valid selection.

8.6 Different types of Participation activity, and associated points availability shall be determined by us and we may change these from time to time. We keep these rules up to date under our [Community Guidelines](#).

8.7 We may suspend or discontinue the Payback model at any time and we would provide notice to you of this on giffgaff.com. You would stop accruing points for Participation but if you are eligible for a Payback before the

suspension or discontinuation of the service, we will honour it.

8.8 We may suspend or remove you from the Payback service at any time and without notice to you if you have provided false or misleading information or if we suspect that you are misusing this service, you have breached these Terms and Conditions, any supplemental terms, the giffgaff Privacy Policy or giffgaff community guidelines, or if we have received a serious complaint about you (whether or not it is ultimately proven) or if you have otherwise engaged in conduct which may breach any law or regulation or bring giffgaff into disrepute. In such instance, giffgaff reserves the right to remove any or all of your accrued points. If your account becomes inactive (i.e. you close your account or port your number out) your points will be removed.

8.9 If you receive Payback, there may be personal tax implications for you, which you will be required to take responsibility for.

8.10 Points or rewards relating to Payback may not be transferred to friends, family members or any other third parties.

8.11 giffgaff's decision as to the value of your Payback is final and no correspondence will be entered into.

9. SIM card distribution (Spread giffgaff SIM)

9.1 One great way of Participating and earning Payback points is by getting other people to become giffgaff members.

9.2 As long as you comply with these Terms and Conditions, you will earn 500 Payback points for each new qualifying giffgaff member who activates one of the Spread giffgaff SIMs we've given you for distribution. The Spread giffgaff SIM shall receive £5 bonus credit on activation.

9.3 Payback points and £5 credits shall only be applied if the following rules are complied with:

- the recipient must be new to our network and intend to be a regular user of the service on an ongoing basis (we reserve the right to remove points where multiple SIMs have been used in the same device in order to get credit/points benefit, or where the recipient hasn't used or continued to top-up their SIM);
- the individual activating the new account must register their details, including his/her valid email address, correct first and last name and postal address in the 'My giffgaff' section of giffgaff.com;
- the individual activating the new account must not be banned from giffgaff before the end of the then current Payback period; and
- the individual activating the new account must activate their Spread giffgaff SIM card either (a) by topping up an amount of £10 or more (such an amount not including their free £5 bonus credit); or (b) by purchasing a gigabag or goodybag with a value in excess of £10.

9.4 You must only use one or more of the following methods to distribute Spread giffgaff SIMs:

- ordering Spread giffgaff SIMs to be delivered to your home, so you can physically distribute them;
- sending a Spread giffgaff SIM directly to a known address (it's your responsibility to make sure you have authorisation to send a SIM to someone else's address);

- and/or
- c) distributing your own SIM order page through social media or your own website or a site that you control.
- 9.5 All new members will get an additional £5 bonus credit if they use any of the Spread giffgaff SIM promotion methods described in section 9 of these Terms and Conditions within six weeks (42 days) of activating their own SIM card. The £5 bonus credit will only be applied to the first Spread giffgaff SIM activation that takes place during such six week period. The credit will be applied within 5 working days of the Spread giffgaff SIM activation.
- 9.6 We provide you with the methods listed above as a way to promote giffgaff but could refuse to award you points if we reasonably consider that you've used inappropriate methods of promotion, such as:
- a) infringing trademark rights of giffgaff or any third party or otherwise violating the rights of any third party. You may use certain promotional content that giffgaff provides to you. You agree to forward any claims or complaints you may receive in connection with the promotional content to giffgaff immediately, and you also agree to remove it immediately upon giffgaff's request;
 - b) bidding on giffgaff related terms. You may not bid on search terms or keywords used by any internet search engine or other directory or referral service (e.g. Yahoo Search Marketing, Google, etc.) to return or prompt internet search results, if keyword is, includes, or is confusingly similar to any giffgaff trademark;
 - c) using sites that include a giffgaff trademark in the domain name. You may include giffgaff as part of a subdirectory (i.e. example.com/giffgaff), or a subdomain (i.e. giffgaff.example.com) but not in the main URL structure (i.e. joiningiffgaff.com) Members are not permitted to use 'giffgaff' or 'giff-gaff' or any variation thereof in the primary domain of urls including those under their ownership and/or management e.g. <http://www.giffgaff-sim-cards.co.uk/>. It is however permissible to use the 'giffgaff' brand within a subset of the primary domain i.e. www.yourdomain.co.uk/giffgaff;
 - e) impersonating giffgaff. You may not promote giffgaff in a way that you include, without limitation, graphical images, logos, text copy, editorial copy, press releases or marks, that (i) could be interpreted to suggest that such content has been authored or otherwise provided by, or represents the views or opinions of, giffgaff; (ii) is misleading, defamatory, libellous, obscene, or otherwise objectionable; (iii) infringes, derogates, dilutes, or impairs the rights of giffgaff or any third party; (iv) refers to giffgaff but is used as part of a name of a product or service of a company other than giffgaff; or (v) is used in any other manner inconsistent with these terms and conditions or with any provision of law. We may at our discretion ask you to modify your promotional material or clearly state that your site is not official and to include links to giffgaff.com;
 - f) using sexually explicit materials or hate/violent/offensive content;
 - g) promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
 - h) promoting illegal activities or otherwise violate any applicable laws (this includes SPAM). If you want to send out any emails that advertise or promote giffgaff, you will need giffgaff's approval. Emails or other communications must comply with the Data Protection Act and any other relevant laws, in particular, the Privacy and Electronic Communications Regulations 2003;
- i) not clearly stating an online privacy policy to visitors to a site;
 - j) using fraudulent means to prompt clicks; or
 - k) anything else which we might consider inappropriate and/or likely to bring giffgaff into disrepute.
- 9.7 We will keep our right, title and interest in the giffgaff names, logos, trademarks, service marks and copyrights, including those that we may use or develop in the future. Any goodwill resulting from your use of giffgaff's name, logos, trademarks, service marks and copyright will not create any right, title or interest for you as a distributor of SIM Cards.
- 9.8 You will maintain the quality of your distribution services at a level satisfactory to giffgaff. giffgaff shall at times have the right to review your activities. You are responsible for notifying giffgaff of any problems with your participation in this distribution promotion.
- 9.9 You confirm that:
- a) the promotion of giffgaff does not (i) infringe on giffgaff's or any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable laws or regulations; (iii) contain defamatory or libelous material; (iv) contain lewd, pornographic or obscene material; (vii) contain viruses, Trojan horses, or other similar harmful programmes;
 - b) if you are promoting giffgaff using a website, you have and comply with a privacy policy that is prominently displayed on your website; and
 - c) you agree to indemnify, defend and hold harmless giffgaff and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable legal fees) brought by a third party, arising out of a breach, or alleged breach, of any of your representations or obligations.
- 9.10 giffgaff may terminate this distribution promotion at any time, for any reason and if it notifies you of this you must immediately stop any distribution activity and stop using giffgaff's name, logos, trademarks, service marks or creative work.
- ## 10. Super Recruiter terms and conditions
- 10.1 The Super Recruiter Programme (the "Programme") is open to a worldwide audience aged 16 years or over ("Participants").
- 10.2 To qualify for the Programme a Participant must have recruited 3 or more new members each month for the last 3 months. If a Participant recruits less than 3 members in a month they will automatically be excluded from the Programme.
- 10.3 When first accepted onto, or returning to, the programme, Participants will start in level 1(Apprentice), depending on the number of new members they recruit each month they can move up the level, the top level (Master)being number 3. Each level offers different rewards and incentives. giffgaff reserves the right to change a Participant's level and SIM allowance for any reason at any time on reasonable notice.

giffgaff also reserves the right to change rewards and incentives available within each level at any time.

10.4 Under the Programme, Participants who are accepted onto the programme will receive a minimum £5 'Activation reward' for every new member ("Recruit") who activates a giffgaff SIM card linked to the Participant's account and tops up £10 or more for the first time. All 'Activation rewards' will be paid through giffgaff's standard member Payback.
10.5 Participants will also receive further 'Monthly recruiter rewards' (£5 for a month 2 top-up and up to a maximum of £8 for a month 3 top-up depending on their level).

- a) A Participant will only qualify for 'Monthly recruiter rewards' if their Recruit tops up in month 2 and month 3 of their giffgaff membership. If the Recruit only tops up in month 2, then the Participant will only be rewarded for their month 2 top-up. giffgaff will perform audits to ensure quality of recruits.
- b) A Recruit's month 2 top-up must be made between 30-60 days after their initial activation. A Recruit's month 3 top-up must be made 60-90 days after their initial activation.
- c) A Recruit's month 2 and month 3 top-up can be either a pay as you go credit or a goodybag purchase.
- d) A queued goodybag purchased previously will not be counted as a month 2 or month 3 top-up.
- e) A Recruit must use a minimum of £10 airtime credit or purchase a goodybag with a minimum value of £10 in each month 2 and month 3 for the Participant to qualify for a 'Monthly recruiter rewards'.
- f) The Participant will be rewarded the relevant amount depending on the level they were in when their Recruit activated their SIM card.
- g) Monthly recruiter rewards can only be taken as cash via PayPal (not airtime credit or charitable donation).

10.6 Any and all undisputed and accrued 'Top up rewards' will be paid to Participants as close as possible to day 15 of the month, following the month in which the reward was earned. They will be paid by Paypal into the account nominated by the Participant for this purpose.

10.7 Participants are responsible for keeping a record of payments made to them. giffgaff is not liable for any loss of payment.

10.8 Participants are responsible for complying with any additional terms and conditions imposed on them by their nominated Paypal account.

10.9 Participants are responsible for any tax liability in their country of residence incurred as a result of taking part in the Programme.

10.10 If a Participant fails to provide giffgaff with requested contact or Paypal account details, or provides incorrect details, or fails to keep details updated, the Participant may not receive payment as set out above. giffgaff accepts no responsibility for such occurrences. In particular, if a Participant fails to provide correct Paypal details within 90 days of any reward being earned, they shall forfeit any claim to that reward.

10.11 In the event that any Participant closes their Programme account or their giffgaff member account becomes inactive, they will immediately lose entitlement to any rewards accrued but not yet paid under the Programme.

10.12 The standard monthly SIM allowance for a Participant, unless otherwise agreed, will be 50 SIMs. The SIMs can be ordered directly from the giffgaff website here and will be sent to Participants in a box of 50. Participants should allow approximately 14 days for delivery.

10.13 Only SIMs ordered from the Participants account through the giffgaff website are capable of producing rewards for Participants.

10.14 The right of Participants to receive payment is subject to their on-going compliance with these terms and conditions. giffgaff may, at its sole discretion, suspend or remove a Participant from the Programme at any time and without notice, and withhold, claim back, or seek reimbursement of, or payment from any Participant in any reasonable circumstances, including but not limited to the following:

- h) If the Participant has breached these or any other applicable terms and conditions;
- i) If giffgaff suspects or has reasonable grounds to believe that the Participant has provided incorrect or misleading information to any Member or to giffgaff;
- j) If any Member tops up SIM cards provided by the Participant using a stolen, invalid or expired credit or debit card or giffgaff is required to refund a credit or debit card provider in respect of any SIM top ups;
- k) If giffgaff suspects the Participant or Member is otherwise misusing or interfering in any way with the Programme or the giffgaff network;
- l) If giffgaff receives a complaint about a Participant; or
- m) If the Participant has otherwise engaged in conduct which may breach any law or regulation or be to the detriment of giffgaff's reputation.

10.15 Any individual's personal information obtained under this Programme will be used in accordance with giffgaff's Privacy Policy, which is available at www.giffgaff.com.

10.16 giffgaff accepts no responsibility for any incorrectly completed, lost or delayed registration applications, notices, acceptances or other documents related to the Programme.

10.17 It is the responsibility of all Participants to keep their Programme account log-in details secure. giffgaff will not be responsible for loss, damage or any other issues arising out of unauthorised access to any Participant's Programme account.

10.18 Participants must keep the details provided in their Programme account complete and accurate at all times. giffgaff reserves the right to request proof of any Participant's identity at any time. If the Participant fails to respond to this request within the reasonable time period specified, giffgaff may close that Participant's Programme account with immediate effect, whereupon the Participant will cease to have any rights under these terms and conditions.

10.19 giffgaff may amend, suspend, withdraw or terminate the Programme at any time and for any reason on at least 30 days' notice, which will be provided by email to Participants and/or on giffgaff's website and/or on account. Any rewards genuinely accrued before the date on which the Programme is amended, suspended, withdrawn or terminated as appropriate will be paid as provided by these terms.

10.20 All decisions by giffgaff on matters relating to the Programme are final and no correspondence will be entered

into.

10.21 These terms and conditions should be read in conjunction with the giffgaff's terms and conditions at www.giffgaff.com. Where there is conflict between the two sets of terms, the airtime terms shall take precedence.

11. Our Website

11.1 Opinions expressed on giffgaff.com are those of the respective contributing users only. These views do not represent those of giffgaff its management or employees. giffgaff is not responsible for and disclaims all liability for content and comments contributed by users.

11.2 You must not use the Blog or Forum to display any material which is:

- a) racist, sexist, homophobic, pornographic, obscene, profane, vulgar;
- b) defamatory of any person, entity or organisation;
- c) abusive, threatening or otherwise likely to be harmful to those persons likely to use the giffgaff site;
- d) in contravention of any relevant local, national or international law or which incites or encourages the contravention of any such law;
- e) otherwise offensive in the opinion of giffgaff;
- f) infringing of the rights (including the intellectual property rights) of any legal or natural person; or
- g) related to the conduct of a business other than giffgaff.

11.3 You understand that by posting to a Blog or Forum your post/comment can be traced to your specific user account containing your email address, user name, date and time of sign up and IP address at date and time of posting.

11.4 By posting comments on this Blog or Forum, you agree to allow the content to be re-used or quoted by giffgaff without notification.

11.5 Users sometimes include references to other websites beyond the control of giffgaff. As such giffgaff cannot be held responsible for the content of such websites.

11.6 We will delete advertising posts as the Blog or Forum is not a means for advertisers to promote their websites or products. giffgaff moderators will decide what is acceptable or not on a case by case basis.

11.7 You shall retain exclusive ownership of all Intellectual Property Rights, as may accrue to you by operation of law, in any posts, material, commentary, ideas that you post on giffgaff.com or any other website run by giffgaff (together the "Posts").

11.8 If your Post or any element of it is accepted or implemented by giffgaff, you hereby agree to grant to giffgaff an irrevocable, non-exclusive, perpetual, royalty free, licence to use, copy, install, maintain, modify, enhance and adapt your Intellectual Property Rights in the Post (for the avoidance of doubt, this licence shall survive the termination of these terms and conditions). giffgaff may also assign its licence to use your Intellectual Property Rights in the post (or any part thereof) to any third party to which it may outsource the operation of a part of giffgaff's operations or business provided such third party's use, copying, installation, maintenance, modification, enhancement and adaptation is solely for the purpose of providing a service to giffgaff.

11.9 giffgaff shall be the exclusive owner of any Intellectual Property Rights which accrue with respect to any modifications, enhancements and/or adaptations which it makes to the Posts.

11.10 You agree to waive all or any moral rights which you may have to the Posts.

12. Our rights to bar or disconnect your SIM Card

12.1 Your SIM card will be disconnected if your account has been completely inactive for a period of six months. Your account will be considered 'active' if, during this period, there is any ONE of the following:

- a) At least one call, SMS or MMS made to another number (*For technical reasons, this does not include emergency calls (i.e. 999/112) and SMSs or calls to giffgaff services (i.e. 2020, 43430)*)
- b) At least one connection to Internet
- c) At least 4 received calls of more than 10 seconds,
- d) At least one top-up / purchase (credit or goodybag),
- e) The receipt of Payback points (for recruiting new members or participating to the Community).

If your SIM Card is disconnected, you will lose any remaining credits/balance on your Account. If you wish to be re-connected, you will be given a new mobile phone number.

12.2 We may at our discretion bar or disconnect your SIM Card at any time, for reasons including but not limited to if we have reasonable cause to suspect fraudulent use of a credit card/debit card or your SIM Card.

12.3 In addition to anything else we can do, we may bar or disconnect your SIM Card at any time if:

- a) you fail to comply with these Terms and Conditions in any material way;
- b) you contact us to report that your SIM Card is lost, stolen, damaged or destroyed;
- c) 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;
- d) you use or permit any other person to use the Service to generate AIT;
- e) you use or permit any other person to use the Service via a GSM Gateway so that the Services are provided via the GSM Gateway to third parties; or
- f) if you do anything or permit anyone else to do anything which we reasonably think adversely impacts the Service to other giffgaff customers or may adversely affect the Network; or
- g) if we suspect you are not complying with our terms on Spread giffgaff SIM distribution (section 9) or the terms relating to any other type of promotional offer or competition which may arise from time to time (section 7).

12.4 If your SIM Card is disconnected and you wish your SIM Card to be reconnected to the Network, you must contact giffgaff Member Services. If we agree to reconnect you, you may pay a reconnection fee unless the disconnection was due to our negligence. A detail of the current reconnection fee is available on request.

13. Device Orders

13.1 This clause 13 only applies if you have purchased your Device

from us.

- 13.2 Charges for Devices will be detailed on giffgaff.com. The cost will be payable at the time of purchase either by a cash payment or using a loan arranged by RateSetter (see section 13 below).
- 13.3 Any Device that we deliver to you is your responsibility. Once you've received it and paid for it (either up-front or via a RateSetter-arranged loan), you own the Device. This does not affect your rights to carry out any of the actions set out in 13.4-13.6 below.
- 13.4 You have a right to change your mind about your Device: You may return it to us once for a full refund within 14 days from the date of delivery. You must return using the process set out in the [returns policy](#) set out at giffgaff.com
- 13.5 If you are entitled to a refund, you will be refunded the full amount that you have paid for the device when we get the Device back from you, less any charges (as outlined in the [returns policy](#)). This refund will come from giffgaff and, if you have taken out a loan with RateSetter, then they will also refund you your payments to date.
- 13.6 If your device has a fault when it arrives, you'll be able to return it for replacement or a full refund within 14 calendar days of receiving it (if you follow our [returns policy](#)). We must receive your device before a refund or replacement can be processed.
- 13.7 If there is a device fault which develops after 14 days of the device having been delivered to you, then you should book a repair as soon as possible. Your repair will be chargeable if your handset warranty is no longer valid.
- 13.8 If you need to return your device to us, we'll bear the reasonable postage costs of returning the Device with original parts, accessories, free gifts and the original packaging, as long as you follow our [returns policy](#). We reserve the right not to accept returns or repairs unless this process has been followed correctly. We strongly recommend upgrading your postage to include insurance since we will take no responsibility for devices which are damaged in transit or not received.
- 13.9 giffgaff only sells unlocked Devices, but some manufacturers impose particular requirements as to how a Device must be activated in order to function properly, and geographical limitations on where a device can be used. Please check your Device packaging and/or user guide for more information.
- 13.10 We can only deliver to a valid UK address and will deliver within 30 days. There are certain circumstances where your order may be delayed:
 - a) Orders placed at the weekend or on a bank holiday will require at least one extra working day for delivery (for most postcodes, orders placed on a Saturday or Sunday will normally be delivered on a Tuesday);
 - b) Any unforeseen stock shortages. If this happens, we will notify you of any delay;
 - c) Certain remote postcodes will require additional time for delivery;
 - d) If we cannot obtain immediate security clearance for payment of your order. The security of our members is paramount so these checks are essential to combat fraudulent use of payment and address details.

13.11 No orders for Devices shall be accepted if received from outside the United Kingdom.

13.12 Despite our best efforts, occasionally products in our online shop may be incorrectly priced and therefore we cannot confirm the price of a product until your order is accepted. In addition, details may be updated from time to time and are subject to change. If we discover a pricing error, or there is a change in price before dispatch, we will contact you to reconfirm your order at the correct price. If we are unable to contact you within a reasonable time, we may cancel your order and notify you of such cancellation. Unless otherwise stated, prices are inclusive of VAT where applicable.

13.13 You must ensure that prior to placing an order you have checked all relevant details about the products and/or services you have selected. All products and services advertised are subject to availability.

13.14 The information displayed on giffgaff.com, including prices, does not constitute an offer to enter into a sale agreement and neither we, nor any third parties that offer services via giffgaff.com (e.g. RateSetter) and its lenders shall be obliged to accept your orders. If we do, acceptance will be confirmed by email and in our dispatching of the Device to you. Where products are sent separately, our acceptance will relate only to those products actually dispatched. Confirmation of orders will be sent to the email address supplied by you when the order was placed.

13.15 One-off payment can be made by any of the following methods: Mastercard, Visa, Visa Debit and payment will be taken from you when the order is placed. You confirm that the credit or debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

13.16 giffgaff handsets can be purchased by giffgaff members. If you are not a giffgaff member, then you can still order a handset from giffgaff.com, but you will need to create a giffgaff account and buy a goodybag - your new giffgaff SIM card will arrive automatically with your handset order. The validity period for your new goodybag will start when you activate your new SIM card and your goodybag will be set to recur each month from this point onwards unless you decide to opt out of the recurring goodybag.

13.17 If you are not a giffgaff member, then a giffgaff handset purchase requires you to purchase a goodybag too. If you cancel your order and return your handset in accordance with our returns policy, you will also be entitled to a refund on your goodybag. You will only receive a refund for your goodybag if your SIM card has not been activated. You do not need to return your SIM to us and you will need to contact an agent independently of returning your handset to receive a refund on your goodybag.

13.18 Nothing in this clause 13 affects your statutory rights.

14. giffgaff member lending scheme

14.1 This clause 14 only applies if you have purchased your Device using a loan facilitated by RateSetter's loan exchange service.

14.2 The facilitation of your loan is provided as a service to you by RateSetter. In order to take out your loan you will have

entered into a contract with RateSetter, and also a loan agreement with the lender you're matched with via RateSetter's exchange. Although we may provide you, via giffgaff.com, with certain information about your loan, this information is provided to us by RateSetter and you should contact RateSetter if you have any queries or wish to take any action in respect of the loan.

- 14.3 In order to assess whether or not RateSetter are able to provide you with a loan via its exchange, we will carry out an independent credit check on you and RateSetter will use the exchange to identify if there is a suitable lender available. If we are not satisfied with the credit check results or if there is no suitable lender available to lend at the applicable interest rate, then RateSetter will not be able to facilitate a loan for you.
- 14.4 In the event that you return your Device to us for a full refund, in accordance with clause 13.4 above, or the [returns policy](#), you will be deemed to have terminated your loan agreement arranged via RateSetter and we will return the related monies we originally received to fund your Device to RateSetter. RateSetter will remain responsible for refunding any loan payments to you that you have already made.

15. Limitation of Liability

- 15.1 We have no liability to you other than to exercise the reasonable skill and care of a competent mobile telecommunications provider or retailer.
- 15.2 If we cannot provide the Service to you because of something beyond our reasonable control, we will not be liable to you for this.
- 15.3 We do not accept liability for indirect loss, such as loss of profit, loss of business, costs, expenses (unless such losses were reasonably foreseeable to both of us when this contract was entered into), or any other form of economic loss. Nor shall we be liable to you for any loss of income, business or profits (whether direct or indirect and including loss of revenue) or for any loss of data in connection with your use of the Service.
- 15.4 You agree that giffgaff has no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless this is caused by our negligence.
- 15.5 We accept liability for death or personal injury to any person resulting from our own negligence and any other type of liability for which we can not exclude or limit our liability under English law.
- 15.6 If we are found liable to you, our liability to you under the Terms and Conditions will not exceed £3,000, except if we are found to be liable to you under Clause 11.4.
- 15.7 Each provision of this Clause 11 operates separately. If any part is found by a court to be unreasonable or inapplicable the other parts will continue to apply.

16. Changes to these Terms and Conditions

We reserve the right to change our Terms and Conditions from time to time. We will notify you of any changes to these terms by posting them on our website at [giffgaff.com](#). We may also notify you by messages via the Service (such as voicemail, text or media message), by means of national advertising campaigns or by email.

17. IMPORTANT: YOUR RIGHT TO CANCEL

- 17.1 If you are entitled to cancel this Agreement, you may do so at any time up to 14 days after placing your order for the Service (subject to the following paragraph) ("**Cooling-Off Period**") provided that you cancel in accordance with our cancellation policy or notify us in writing to Member Services. This does not affect your statutory rights.
- 17.2 Please note that by using the activated SIM Card will be deemed to have accepted these Terms and Conditions. You agree that the Service may start before the end of the Cooling-Off Period. If you have used any credit or Bundle prior to cancellation you will not be refunded the used credit or such proportion of the Bundle that you have used as calculated by us.

18. Mobile phone locking

Your mobile phone may be locked to another network. If this is the case, be aware that unlocking your handset may invalidate your handset's warranty and/or permanently damage the handset or the data stored on it, and does not excuse you from any contractual obligations you may have with the original network owner. Please read your network operator terms and conditions. Failure to enter the correct unlocking code may result in your mobile phone becoming permanently blocked. We can accept no responsibility for mobile phones blocked in this way.

19. Internet Access

- 19.1 If you use your SIM Card in a mobile phone which enables access to the Internet ("**Mobile Internet Phone**") the following terms and conditions also apply to you.
- 19.2 We or our contractual partners may provide links to web sites or resources. We neither accept responsibility for third party web sites or resources nor endorse their content.
- 19.3 For Internet access, you understand that all the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet via the Service ("**Information**") whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Information originated. This means that you, and not us, are entirely responsible for all Information that you upload, email or otherwise transmit via Internet access.
- 19.4 Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Internet Phone on or via the Internet, unless explicitly stated by us, are solely between you and the person with whom you are dealing. We will not be responsible for any losses or damages that may arise from any such dealings with third parties.
- 19.5 Access to secure financial transactions will be dependent on the make and model of your Mobile Internet Phone and the third party supplier of Content.
- 19.6 giffgaff has signed the Open Internet Code of Practice and as such are committed to being open and transparent about its traffic management policies. See our [Key Facts Indicator](#) for more information.

20. Use and Disclosure of Information

- 20.1 You authorise us to use and disclose, in the UK and abroad,

information about you, your use of the Service (including, but not limited to, phone numbers/email addresses of calls, texts and other 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 mobile phone for the purposes of operating your account and providing you with the Service or as required under law to our associated companies or agents, any telecommunications company, debt collection agency or credit reference agency. You agree that the information may be used by other parties in assessing applications for credit from you and members of your household and for debt tracing, credit management and may be used by us or other parties for crime and fraud detection and prevention.

20.2 You also agree to the information described in clause 20.1 being used, analysed and assessed by us, and the other parties identified in clause 20.1 and selected third parties for marketing purposes including amongst other things to identify and offer you by phone, post, the Network, your mobile phone, email, text (SMS), media messaging, automated dialling equipment or other means, any further products, services and offers which we think might interest you. If you do not wish your details to be used for marketing purposes, please update your contact permissions under [My details](#). If you're not a registered member yet, click the unsubscribe link contained in the email sent to you by giffgaff or alternatively send an email to removeme@giffgaff.co.uk. Your information is treated in accordance with our [Privacy Policy](#).

21. General

21.1 If either of us fails to enforce any rights under the Terms and Conditions, it shall not prevent either you or us (as the case may be) from taking action later.

21.2 These Terms and Conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

22. How to Contact Us

If you need to contact giffgaff Member Services please visit giffgaff.com and click on Contact Us. If you're unhappy with any part of our service and want to make a complaint please check our [Complaints code of practice](#).