

The following Terms and Conditions apply from the 11<sup>th</sup> July 2018.

We know you hate it, we do too, but here's the small print.

We ask you to accept these Terms and Conditions when you order your SIM Card and your activation of the Service means that you accept them.

We'll keep these Terms and Conditions up-to-date at [giffgaff.com](http://giffgaff.com) at the link at the bottom of every page. Please check them regularly. If we make a significant change, we'll contact you to let you know or post information on our [Forum](#).

Here's a summary of some important terms:

- If you have a goodybag or gigabag, your inclusive allowance covers standard mainland UK calls, texts and data and roaming within the EU and selected destinations for periodic travel, subject to our Fair Usage Policy. Special numbers and services (such as roaming charges, international calls, premium rate numbers and some 08 numbers) are not included. Sometimes the allowances may change, but we'll always let you know in advance if they do. Check [giffgaff.com](http://giffgaff.com) for more details about Charges and our latest rates so you know how much your usage will cost you.
- Our Service isn't available everywhere in the UK. You can check predicted Network coverage in your area by using our [Network Service Checker](#). The Services are not fault free and the speed and quality of your connection (for example) can be affected by things like the thickness of walls of the building you're in, technical issues and the number of members near you trying to access the Services at the same time. We'll carry out maintenance on the Network from time to time. We use reasonable skill and care in providing you with the Services and will attempt to re-perform disrupted Services when possible.
- Content on your device can sometimes contain minor defects or bugs, so it's a good idea to always keep your Content up to date.
- If we believe you're using the Service fraudulently, illegally, in a way that harms our Network or the experience of others, or for business use (amongst other things) we will cancel your Service.

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## 1. Explanation of Certain Words

### 1.1. In these Terms and conditions:

#### "Account"

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

#### "AIT"

means Artificially Inflated Traffic, which occurs where the flow of calls, texts or data which could be in connection with a revenue share service, is, disproportionate to the flow of calls, texts or data which would be expected from good faith commercial practice and usage of the Network;

#### "Auto Top-up"

means a recurring payment method that enables you to automatically top up the credit on your Account by an amount that you have previously selected;

#### "Blog"

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

#### "Bundle"

means a certain Service allowance for use in conjunction with a SIM Card and a mobile phone device as may change from time to time and as described on [giffgaff.com](#);

#### "Charges"

means all the prices associated with the Service as described on [giffgaff.com](#);

#### "Community Guidelines"

means the guidelines regulating your involvement in the giffgaff community as published [here](#);

#### "Content"

means textual, visual or other information, software, apps, 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;

#### "EU and selected destinations"

means Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Vatican City;

#### "Forum"

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

#### "gigabag"

means a data-only Bundle;

#### "goodybag"

means a Bundle including minutes, texts and data;

#### "GSM Gateway"

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

#### "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

#### "Member"

means an individual engaged in the giffgaff community and a user of the Service;

#### "Member Services"

means the agents who support Members in their use of the Service, whose contact details are found on [giffgaff.com](#);

#### "Network"

means the cellular telecommunication system run by Telefónica UK Limited;

#### "Participation"

means such involvement in giffgaff's Member community as giffgaff may, from time to time, deem eligible for award of Payback Points, as described in more detail in the Community Guidelines;

#### "Payback Date"

means the date on which Members receive Payback Points, such date to be specified by giffgaff from time to time;

#### "Payback Points"

means the points you are awarded by us for your Participation;

#### "Phone"

A device that is able to make and receive GSM voice and text calls;

#### "Queued Bundle"

means a Bundle that has been paid for in advance by a Member, on a one-off basis, to automatically apply on expiry of the Member's current Bundle;

#### "Recurring Bundle"

means a Bundle that has been requested by a Member

to recur automatically each time the Member's existing Bundle expires;

**"Rights"**

means copyright, trademark and other relevant proprietary and Intellectual Property Rights relating to Content;

**"Service"**

means any or all of the following services: airtime service enabling you to make or receive calls and to send and receive data (via, for example, WAP, GPRS, 3G or 4G) 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 Activation"**

means the process of creating an Account, making your first top-up or Bundle purchase and activating a SIM Card online at [giffgaff.com](http://giffgaff.com);

**"SIM Card"**

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

**"Spread giffgaff"**

means a type of Participation whereby a Member orders a SIM Card via another Member, who then qualifies for Payback Points on activation of that SIM Card;

**"Tablet"**

A device that is not able to make and receive GSM voice and text calls.

**"Terms and Conditions"**

means these terms and conditions;

**"We", "us", "giffgaff" and "our"**

means giffgaff Limited, 260 Bath Road, Slough, Berkshire, SL1 4DX; and

**"You"**

means the Member to whom the Terms and Conditions apply, and it includes a person who we reasonably believe is acting with your authority.

- 1.1. [giffgaff.com](http://giffgaff.com) contains explanations, definitions, notes and conditions which form part of these Terms and Conditions.
- 1.2. The Service and any offers, competitions, prize draws, promotions and/or trials made available by us from time to time may be subject to supplemental terms as advertised in our marketing literature and/or as set out on [giffgaff.com](http://giffgaff.com). Please check [giffgaff.com](http://giffgaff.com) regularly as any such terms may be updated from time to time, and your participation in any such offer, promotion and/or trial will mean you have accepted such terms.

**2. Provision of Service**

- 2.1. We will provide the Service to you, and you will be entitled to the quality of Service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care. However, the Service is not fault free and we will not be liable to you if it is impaired by geographic, atmospheric, Network traffic or other conditions or circumstances beyond our control, including but not limited to the following:
  - a) The Service is subject to Network coverage and is not available in all parts of the United Kingdom, the EU and selected destinations or in all other countries; and
  - b) 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.
- 2.2. We may exercise our discretion, using reasonable skill and care, to refuse to provide any part of the Service to you. 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.
- 2.3. 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. You accept that we will not be liable for any action you take in reliance on Content as a condition of us allowing you access to such Content.
- 2.4. giffgaff (or our agents where relevant) reserve the right to:
  - a) Restrict access to certain elements of the Service due to age restrictions; and
  - b) Vary Content and/or the technical specification of Service from time to time.
- 2.5. 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; and/or
  - b) Temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for your security.
- 2.6. We will provide you with a SIM Card which shall remain, at all times, our property.
- 2.7. Maximum call duration is 9 hours.
- 2.8. Some elements of the Service (including, but not limited to 4G service set-up) may require activation following purchase, which may take up to 24 hours.

2.9. You may only use our services in the EU and selected destinations for periodic travel, like holidays or short breaks. If you're not genuinely using our services for periodic travel we may have to charge you for, or suspend you from, using our services in the EU and selected destinations.

2.10. The countries covered in the EU and selected destinations may change from time to time and do not include Monaco, Jersey, Guernsey, Isle of Man and Switzerland. Please see our [roaming page](#) for details of what countries are included in the EU and selected destinations.

2.11. We may cap your data allowance in the EU and selected destinations. Any use in excess of these caps will be charged at 0.6p. For data level of cap and rates to be charged see our [roaming page](#).

2.12. In the EU and selected destinations, making calls or sending texts to premium rate numbers, directory service numbers and some non-geographic numbers (which can vary over time) aren't included.

2.13. All use of our services will be subject to our Fair Usage Policy. We may suspend or terminate your access to our services in the event that you breach our Fair Usage Policy.

### 3. Your use of the Service

3.1. You may only use Content in a way that does not infringe the Rights of others 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 in compliance with such instruction. 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 you must 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. To use some of our Services, for example mobile internet, data, picture messages and text messages, you will need to ensure your mobile device is compatible and enabled.

3.5. Your use of the Services must be for your private, personal and non-commercial purposes. You may only use a device with an IMEI number associated with it on the Network and you will not use or permit anyone else to use your SIM Card:

- a) For any form of automated usage of mobile services;
- b) In such a way that adversely impacts the service to other giffgaff Members;
- c) Fraudulently, illegally or in breach of any law or statutory duty;
- d) To make a call or send a message, to take a picture or video or send, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax, in breach of any Rights or privacy or otherwise unlawful;
- e) To cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
- f) Other than in accordance with acceptable use policies of any connected Networks and any relevant Internet standards;
- g) To generate AIT;
- h) via a GSM Gateway so that the Service is provided via the GSM Gateway to third parties; or
- i) To persistently send unsolicited communications,

and you shall, at all times:

- a) Ensure the information you have provided to us in Participation or otherwise is accurate and up-to-date; and
- b) Comply with these Terms and Conditions, our Privacy Policy and Community Guidelines and any other supplemental terms and conditions which may be set out in marketing material or on giffgaff.com from time to time;
- c) Ensure any Participation you undertake is done in a manner compliant with all law and regulation, does not generate any serious complaint about you (whether or not it is ultimately proven) and in such a way as to not bring giffgaff into any disrepute;
- d) Not do anything or permit anyone else to do anything which we reasonably think adversely impacts the Service to other giffgaff Members or may adversely affect the Network; and
- e) Not be abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise

act illegally towards the giffgaff community, our employees, agents or property.

If giffgaff reasonably suspects you are not acting in accordance with the conditions of this clause, giffgaff reserves its right to impose standard Charges and/or Network protection controls (which may reduce your speed of transmission); remove a Bundle and/or Payback Points from your account or block access to the Internet at any time; prevent you from purchasing further Bundles; remove any free minutes allocated to you; stop your entitlement to Payback Points; and/or bar or suspend your SIM Card from the Service.

3.6. If your SIM Card is lost, stolen, damaged or destroyed or used without your authority, you will contact giffgaff immediately and cooperate with us in our reasonable security and other checks. We reserve the right to bar or suspend your SIM Card where we reasonably suspect it has been lost or stolen.

3.7. You must tell us immediately by emailing [datacontroller@giffgaff.co.uk](mailto: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.

3.8. 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 we may allow the display of your telephone number on receiving handsets. Your number will be disclosed in relation to calls you make to emergency services.

#### 4. The Charges

4.1. In return for your payment of the Charges we will provide you with the applicable Service.

4.2. You can purchase access to the Service in various ways, including via:

- a) Purchase of one-off airtime credit;
- b) Setting your Account to Auto Top-up;
- c) Buying a one-off Bundle;
- d) Setting your Account to apply a Queued Bundle; and/or
- e) Setting your Account to apply Recurring Bundles.

4.3. You can pay the Charges using a giffgaff-approved top-up voucher, PayPal or debit or credit card that giffgaff accepts. By using PayPal or debit or credit card you confirm it is yours or you have permission from the account holder or cardholder to use it.

4.4. You can make free UK calls, texts, call forwarding and video calls to other Members subject to you topping-up or purchasing a Bundle using a credit/debit card or voucher 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.

4.5. We may increase or decrease the Charges at any time (including the introduction of prices 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 by email and/or text.

4.6. If you pay for a Service by way of Auto Top up, Queued Bundle or Recurring Bundle you must ensure your PayPal, debit or credit card detail on your Account are kept up to date at least 24 hours in advance of application of any attempted top-up or new bundle. You can cancel any of these options (and obtain a refund in respect of a pre-paid queued bundle) by requesting cancellation at least 24 hours prior to its application, on your account at [giffgaff.com](http://giffgaff.com).

4.7. It is your responsibility to ensure your PayPal, debit or credit card account has sufficient funds to pay for the Charges. We shall not be responsible for any additional charges which may be imposed on you by your bank or card issuer.

4.8. We reserve the right to block or bar your SIM Card if we have reasonable cause to suspect fraudulent use of a PayPal account, credit or debit card.

4.9. We shall have no liability to you in respect of any loss incurred as a result of delayed or incorrect airtime credit top-up, Auto Top-up or Bundle payment.

4.10. If you purchase a Bundle while actively using your airtime credit top-up for Services, please restart your device to ensure your Bundle is used to provide Services to you instead of your airtime credit top-up

4.11. Refunds can only be processed to a saved, valid debit or credit card. PayPal refunds can only be processed to the account used for payment and not a different PayPal address.

4.12. Roaming pricing applies when your SIM Card is used outside of the UK.

4.13. If your SIM Card is lost or stolen:

- a) It shall be your responsibility to contact us as soon as possible, and to cancel any Auto Top-up, Queued Bundle or Recurring Bundle associated with your Account; and
- b) We shall have no obligation to refund you in respect of any airtime credit or active Bundle on your Account.

4.14. 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.



4.15. 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.

4.16. Charges include VAT unless otherwise stated.

## 5. Airtime credit and Auto Top-up

5.1. If you select an Auto Top-up option, payment for the pre-selected top-up credit amount will be taken each time your Account credit balance falls beneath £3.00 and we will then notify you the Auto Top-up has been applied by text and email.

5.2. Where you are using airtime credit, each time you use the Service, your airtime credit will be reduced according to the duration and type of call/message or the amount of data used by reference to the Charges.

5.3. Once credit is applied to your Account, we have no obligation to refund it to you.

5.4. We shall be entitled to suspend or terminate your Auto Top-up selection at any time, for any reason, and will give you reasonable notice of this where possible.

5.5. The maximum amount of available airtime balance possible per SIM is £350

## 6. Bundles

6.1. We recommend that you activate all of the Bundles which you purchase without delay in order to minimise the likelihood of their terms and/or allowance changing between purchase and activation.

6.2. A Bundle lasts for a month, starting from the moment you successfully make your purchase (i.e. the day of purchase counts as one full day, regardless of the time of purchase, and is included in the monthly period) and the Bundle is allocated to your Account. If you have any remaining Service allowance at the end of this monthly period it will expire and will not be rolled-over into the next month.

6.3. Where you have an active Bundle on your Account, each time you use the Service, your Bundle allowance will be reduced according to the duration and type of call/message or the amount of data used.

6.4. Standard out-of-Bundle Charges apply where you have used up any of your Bundle Service allowances and continue to use the associated Service. From time to time, giffgaff may provide functionality to allow you to purchase a new Bundle early. If you elect to take this option your existing Bundle allowance shall be replaced by a new Bundle allowance.

6.5. Bundle Service allowances for 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. We reserve the right to remove or vary the terms and/or allowance of any Bundle (activated or not) from time to time where reasonably necessary (e.g. to improve the service you receive or to manage our costs). Where we vary the terms and/or allowance of a Bundle you are using to your disadvantage, we will notify you of this by text message and/or email 30 days prior to the change. For queries/complaints go to [www.giffgaff.com/support/ask](http://www.giffgaff.com/support/ask).

6.7. Please note that you will be unable to cancel or claim any refund in respect of a Bundle once it has been activated on your Account. Your legal rights are unaffected.

6.8. From your third goodybag purchase onwards, or from your next goodybag purchase onwards if you've already purchased three or more goodybags in the time you've been a Member, you'll receive an extra 1 GB of data free on all goodybags worth £10, £12, £15, £20.

6.9. Bundle allowance details and associated terms can be found on [giffgaff.com](http://giffgaff.com).

### Additional terms in respect of Queued Bundles

6.10. Payment for each Queued Bundle will be taken at the time of purchase, not at the time the Bundle is activated on your Account.

6.11. If you buy a Bundle when another Bundle is active, and if you have used part of your Bundle allowance (as giffgaff may determine) you may have the option of making the new Bundle a Queued Bundle, to be applied once the existing Bundle period expires. Under certain circumstances, you may also start the new Bundle early as outlined in Clause 6.3.

### Additional terms in respect of Recurring Bundles

6.12. Payment for each Recurring Bundle will be taken each time a new Bundle is activated on your Account, at which point we will notify you such payment has been taken text and email.

6.13. We shall be entitled to suspend, terminate or change your Recurring Bundle selection at any time, for any reason, and will give you reasonable notice of this where possible. Where we are changing your Recurring Bundle selection to your disadvantage, we will notify you of this by text and/or email.

## 7. Earning Payback Points through Participation

7.1. If you engage in the giffgaff community through Participation, you may be eligible for Payback

Points which can be converted into pounds sterling and:

- a) Used to buy airtime credit for your Account;
- b) Where value is at least £10, transfer them to your PayPal account; or
- c) Donated to the giffgaff community's chosen charity.

7.2. We calculate the Payback Points due to you over certain periods as described on giffgaff.com and as may change from time to time (the "**Payback Period**"). Following such calculation we shall let you know how many points you have earned and tell you how long you have to decide which of the options described at Clause 7.1 you wish to choose ("**Selection Period**").

7.3. We will begin to process Member choices as specified on giffgaff.com and endeavour to complete such processing within 15 days of the end of the Selection Period.

7.4. If you do not notify us how you want to use your Payback Points within the Selection Period, any Payback Points you have accumulated during the last Payback Period shall roll-over into the following Payback Period. Such roll-over only applies once and any Payback Points which have previously rolled over shall be removed from your Account.

7.5. To qualify for Payback Points you must have an active SIM Card at the Payback 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 end of the relevant Payback Period.

7.6. If you select a PayPal transfer, you are responsible for providing us with valid PayPal account details. If there is a refund generated from the member-side back to giffgaff the full amount will not be rolled over or paid to a different PayPal address.

7.7. We may suspend or discontinue the Payback Points scheme at any time. In this event we will provide notice on [giffgaff.com](http://giffgaff.com). You would stop accruing Payback Points but if you are eligible for a payback before the suspension or discontinuation of the Payback Points scheme, we will honour it.

7.8. If your Account becomes inactive (through closure or porting of your mobile telephone number) your Payback Points will be removed.

7.9. You are responsible for any tax implications resulting from your Participation.

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

### Spread giffgaff

7.11. In order to qualify for Payback Points under Spread giffgaff Participation:

- a) You must ensure SIM Cards you distribute are only activated by an individual eligible to become a giffgaff Member under these Terms and Conditions, who has not previously been a Member and who intends to be a regular user of the Service, complying with these Terms and Conditions on an ongoing basis (the "**New Member**");
- b) The New Member must:
  - i. register their details as required to open a new Account; and
  - ii. not be barred or disconnected by us from using the Service before the end of the then current Payback Period; and
- c) you must only have distributed SIM Cards through:
  - iii. your own physical distribution;
  - iv. sending a SIM Card directly to a known address in respect of which you have any necessary authorisation required to send such SIM Card; and/or
  - v. requests made of you through social media or your own website that you control.

7.12. All new Members will get an additional £5 bonus credit if they use any of the Spread giffgaff promotion methods described in Clause 7.11(c) 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 activation that takes place during such six week period. The credit will be applied within five working days of the Spread giffgaff activation.

7.13. We reserve the right to remove or not award Payback Points where:

- a) you have Participated in Spread giffgaff other than in compliance with Clause 7.11 above;
- b) multiple SIM Cards have been activated or used in the same device;
- c) where the New Member hasn't used or continued to top-up their Account (as we may consider in our sole discretion);
- d) you have used methods of promotion or distribution, or related strategy, that we (in our sole discretion) consider inappropriate, which shall include, but not be limited to:
  - I. infringing or violating trademark or other rights of giffgaff or any third party;
  - II. using promotional content other than provided to you by giffgaff which we deem inappropriate (and you shall forward any claims or complaints you may receive in connection with any promotional content to giffgaff immediately, and remove it immediately upon giffgaff's request);
  - III. giffgaff does not allow affiliates to bid on brand terms, nor are affiliates allowed to use these within a display URL in any PPC advertising. This also

- includes misspellings of the brand. Affiliates are now permitted to link directly to giffgaff's site. You must not bid on any terms relating to any competitor of giffgaff. Any affiliates found to be doing so will be removed from the programme or not been awarded Payback points.using sites that include a giffgaff trademark, or the terms 'giffgaff', 'giff-gaff' or any variation thereof in the main URL structure (i.e. <http://www.giffgaff-sim-cards.co.uk/>). You may include giffgaff as part of a subdirectory (i.e. [example.com/giffgaff/](http://example.com/giffgaff/)), or a subdomain (i.e. [giffgaff.example.com/](http://giffgaff.example.com/));
- IV. giffgaff reserves the right to approve affiliates on exceptional cases to bid on relevant keywords. Explicit approval is required and all keywords must be pre-approved by giffgaff but on after direct written approval from giffgaff.
- V. using sites that include a giffgaff trademark, or the terms 'giffgaff', 'giff-gaff' or any variation thereof in the main URL structure (i.e. <http://www.giffgaff-sim-cards.co.uk/>). You may include giffgaff as part of a subdirectory (i.e. [example.com/giffgaff/](http://example.com/giffgaff/)), or a subdomain (i.e. [giffgaff.example.com/](http://giffgaff.example.com/));
- VI. impersonating giffgaff or promoting giffgaff in any way, including, but not limited to, via graphical images, logos, text or 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](http://giffgaff.com).
- VII. using sexually explicit materials or hate/ violent/ offensive content;
- VIII. promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- IX. 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 all applicable law including laws relating to data protection and privacy and electronic marketing
- X. not clearly stating an online privacy policy to visitors to a site;
- XI. using fraudulent means to prompt clicks; or
- XII. anything else which we might consider inappropriate and/or likely to bring giffgaff into disrepute.
- 7.14. 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
- 7.15. You will maintain the quality of your distribution services at a level satisfactory to giffgaff and notifying giffgaff of any problems with your participation in this distribution promotion. You shall provide us, on request, with any information we may reasonably require from time to time in connection with your distribution activity.
- 7.16. You confirm that:
- your 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 rights of publicity or privacy; (ii) violate any applicable laws or regulations; (iii) contain defamatory or libellous material; (iv) contain lewd, pornographic or obscene material; (vii) contain viruses, Trojan horses, or other similar harmful programmes;
  - if you are promoting giffgaff using a website, you have and comply with a privacy policy that is prominently displayed on your website; and
  - 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.
- 7.17. giffgaff may terminate the Spread giffgaff scheme 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.
- Super Recruiters**
- 7.18. The Super Recruiter Programme (the "Programme") is open to a worldwide audience aged 16 years or over ("Participants").
- 7.19. To qualify for the Programme a Participant must recruit 15 or more new Members in their



lifetime.

7.20. Participants will start at level 1 ('Apprentice') when enrolled onto the Programme. Depending on the number of new Members they recruit ("Recruit(s)") each month they can change between the levels. Levels are calculated monthly based on an average over 3 months. Level 1 ('Apprentice') is for Participants who recruit up to 14 Recruits in 3 months, Level 2 ('Expert') is for Participants who recruit between 15 and 119 Members in 3 months, and Level 3 ('Master') is for Participants who recruit 120 or more Members in 3 months. Each level offers different rewards and incentives. Participants can order up to 30 SIM Cards per month, but giffgaff may agree to increase that limit, depending on the likely number needed (the allowance is usually only increased for Masters). giffgaff reserves the right to change a Participant's level and SIM Card 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.

7.21. Participants will receive monthly 'Top-up rewards' in cash via PayPal if their Recruit tops up, either as credit or a goodybag purchase (but not a queued goodybag purchased previously). The Participant will receive a maximum of two monthly rewards per Recruit if the Recruit tops up twice within 120 days of activating their SIM Card. Top-ups on the same day as activation will be ineligible for super recruiter rewards under the Programme.

7.22. 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. This means that where, for example, Top up rewards are earned right at the end of the month, Participants would receive payment approximately 15 days later. Where Top up rewards are earned right at the beginning of the month, Participants would receive payment approximately 45 days later. Payments will be paid by PayPal into the account nominated by the Participant for this purpose.

7.23. Participants are responsible for:

- a) providing giffgaff with correct and up-to-date contact and PayPal account details. If a Participant fails to do so he/she may not receive payment under the Programme. giffgaff accepts no responsibility for such occurrences;
- b) keeping the details provided in their Account complete and accurate at all times. giffgaff reserves the right to request proof of any Participant's identity at any time for the purpose of verifying that they are who they say they are and are not involved in fraudulent activity. At the point at which identification data is requested we will confirm to you how long such information will be retained and for what purpose. [Click here](#) to view our privacy policy, which provides a full explanation of how Participant and Member information is used by giffgaff. If the Participant fails to respond to this request within the reasonable time period specified,

giffgaff may close that Participant's Account with immediate effect, at which point the Participant will no longer have any rights under these Terms and Conditions, except those rights which cannot be excluded or limited at law (see Clause 12.1);

- c) ensuring that (i) under no circumstances are Recruits signed up by the Participant directly and without their consent and that (ii) if for any reason, data belonging to Recruits is provided by Participants, this is done only with the relevant Recruit's prior consent. If it transpires that a Participant is in breach of (i) or (ii) above, giffgaff may close that Participant's Account with immediate effect, at which point the Participant will no longer have any rights under these Terms and Conditions, except those rights which cannot be excluded or limited at law (see Clause 12.1).
- d) keeping 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 Account;
- e) keeping a record of payments made to them. giffgaff is not liable for any loss of payment;
- f) complying with any additional terms and conditions imposed on them by their nominated PayPal account; and) any tax liability in their country of residence incurred as a result of taking part in the Programme.

7.24. Note that a Participant shall forfeit their entitlement to any rewards accrued but not yet paid under the Programme if he/she fails to provide correct PayPal details within ninety days of any reward being earned.

7.25. The standard monthly SIM Card allowance for a Participant, unless otherwise agreed, will be 30 SIM Card. The SIM Cards can be ordered from [giffgaff.com](http://giffgaff.com). Participants should allow approximately 14 days for delivery. SIM Cards must be activated in the UK and details about how to activate them can be found [here](#).

7.26. Only SIM Cards ordered from a Participant's Account through the giffgaff website are capable of qualifying Participants for rewards.

7.27. Participants may use certain promotional content that giffgaff provides to them only for the purpose of finding Recruits (for example, through a Participant-created or third party website ("Participant Websites")). However, Participants must strictly adhere to any and all instructions in respect of the use of such content, including (without limitation) brand guidelines and the giffgaff brand pack available [here](#), which may be issued by giffgaff from time to time and giffgaff may suspend a Participant's use of such promotional content if a Participant does not do so. Participants must forward any claims or complaints they may receive in connection with the promotional content to giffgaff immediately. Participants must also remove such content immediately upon giffgaff's request and promptly provide evidence of the same.

7.28. Participants may not present or use any content within Participant Websites, including,

without limitation, graphical images, logos, text copy, editorial copy, press releases or marks, that:

- a) could be interpreted to suggest that such content has been authored or otherwise provided by, or represents the views or opinions of, giffgaff;
- b) is misleading, defamatory, libellous, obscene, or otherwise objectionable;
- c) infringes, derogates, dilutes, or impairs the rights of giffgaff or any third party;
- d) refers to giffgaff but is used as part of a name of a product or service of a company other than giffgaff; or
- e) is used in any other manner inconsistent with these Terms and Conditions or with any provision of law.

7.29. Subject to Clause 7.28, giffgaff hereby grants Participants using or running Participant Websites a non-exclusive, royalty-free, revocable, non-transferable, non-sub-licensable licence to use the giffgaff logo and material ("Intellectual Property") (in each case provided or made available to Participants by giffgaff) solely for the purpose of finding Recruits, provided that giffgaff will keep its right, title and interest in its Intellectual Property, including those that it may use or develop in the future. Participants hereby assign any rights in and to any goodwill resulting from Participants' use of giffgaff's Intellectual Property to giffgaff and agree that this will not create any right, title or interest for giffgaff.

7.30. Participants shall not:

- a) use giffgaff's Intellectual Property in any form other than as provided by giffgaff;
- b) vary, amend, alter or change in any way (other than sizing) any of giffgaff's Intellectual Property;
- c) use giffgaff's Intellectual Property other than in accordance with these Terms and Conditions and any other written instructions or directions as may be given by giffgaff from time to time; or
- d) use giffgaff's Intellectual Property for any purpose other than for finding Recruits.

7.31. 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 or seek reimbursement of, or payment from any Participant in any circumstances which giffgaff reasonably considers to be serious, including but not limited to the following:

- a) If the Participant has breached these or any other applicable terms and conditions, including but not limited to those relating to giffgaff's Intellectual Property Rights and Participant Websites;
- b) If giffgaff suspects or has reasonable grounds to believe that the Participant has provided incorrect or misleading information to any Member or to giffgaff;
- c) 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 Card top ups;

- d) If giffgaff suspects the Participant or Member is otherwise misusing or interfering in any way with the Programme or the giffgaff Network;
- e) If giffgaff receives a complaint about a Participant; or
- f) If the Participant has otherwise engaged in conduct which may breach any law or regulation or harm giffgaff's reputation.

7.32. Any individual's personal information obtained under this Programme will be used in accordance with giffgaff's [Privacy Policy](#), which is available at [giffgaff.com](http://giffgaff.com).

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

7.34. 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.

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

## 8. Our Website

8.1. Opinions expressed on [giffgaff.com](http://giffgaff.com) are those of the respective contributing users only. Such 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.

8.2. 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.

8.3. 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.

- 8.4. By posting comments on this Blog or Forum, you agree to allow the content to be re-used or quoted by giffgaff without notification.
- 8.5. giffgaff members under the age of 18 must seek parental or guardian consent prior to contributing to the blog.
- 8.6. 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. 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.
- 8.7. 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](http://giffgaff.com) or any other website run by giffgaff (together the "Posts").
- 8.8. 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 (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.
- 8.9. 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.

## 9. Device Orders

- 9.1. This Clause 9 only applies if you have purchased your device from us.
- 9.2. New members will be required to purchase a goodybag as part of their handset order (this does not apply to pre-owned devices). The goodybag is non-refundable without the full return of the device in accordance with term 9.17 and our change of mind policy.
- 9.3. Charges for devices will be detailed on [giffgaff.com](http://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 Clause 10 below).
- 9.4. Any device that we deliver to you is your responsibility. Once you've received it and paid for it, you own the device. This does not affect your rights to carry out any of the actions set out in 9.5-

9.7 below.

- 9.5. Any returns or refunds in respect of devices purchased from us are subject to our [returns policy](#). You may return a device to us once for a full refund within 14 calendar days from the date of delivery and if your device has a fault when it arrives you can return it for replacement or a full refund within 30 days of receiving it.
- 9.6. 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.
- 9.7. We'll bear the reasonable postage costs of you returning the device to us 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 recommend upgrading your postage to include insurance since we will take no responsibility for devices which are damaged in transit or not received.
- 9.8. If there is a device fault which develops after 30 days of the device having been delivered to you, then you should book a repair as soon as possible. Your repair could be chargeable if your handset warranty is no longer valid. If another fault has been established on your device, you may be entitled to additional remedies, depending on how long you have had the device for.
- 9.9. 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.
- 9.10. 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:
- 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);
  - any unforeseen stock shortages. If this happens, we will notify you of any delay;
  - certain remote postcodes will require additional time for delivery; and
  - 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.
- 9.11. No orders for devices shall be accepted if received from outside the United Kingdom.

- 9.12. 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.
- 9.13. 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.
- 9.14. 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 shall be obliged to accept your orders. If we do, acceptance will be confirmed by email (to the email address supplied by you when the order was placed) and in our dispatching of the Device to you. Where products are sent separately, our acceptance will relate only to those products actually dispatched.
- 9.15. One-off payment can be made by Mastercard, Visa, or 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 does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.
- 9.16. Only Members can purchase handsets from us.
- 9.17. 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 Card to us and you will need to contact an agent independently of returning your handset to receive a refund on your goodybag.
- 9.18. You may purchase 'nearly new' devices which we refer to as 'refurbished' devices. These have been returned under the 14-day Change of Mind Policy with no reported faults. They have been tested to ensure that they are fit for purpose and of satisfactory quality, and have been returned to their original condition. Nearly new devices are not provided in original packaging and come with a data cable. No other accessories or user guides are included. They include a 12-month warranty. Your legal rights won't be affected if you buy a nearly new device.
- 9.19. You may also purchase devices which have been through a recycling programme which we refer to as 'pre-owned' devices. These devices have been tested to ensure that they are fit for purpose and of satisfactory quality so that they are ready for use. These devices are not provided in original packaging, come with a data cable and a SIM key. No other accessories or user guides are included. They include a 6-month warranty. Your legal rights won't be affected if you purchase a recycled device.
- 9.20. If you purchase your phone on a date which is covered within the giffgaff free phone accessories voucher offer, you will receive a free phone accessories voucher. The voucher code will be emailed to you 15 days after the date of the phone purchase and valid until the date specified T&Cs of the offer.
- 9.21. Phone accessories vouchers can be claimed at [phonegoodies.co.uk](http://phonegoodies.co.uk) and are valid against the cost of products sold within the online store, excluding any delivery costs. The vouchers are valid for a single use only and are not exchangeable for cash.
- 9.22. As our free phone accessories vouchers are valid for a white label site controlled and supplied by Kondor, their [terms and conditions](#) also apply to purchases and the redemption of the vouchers.
- 9.23. Nothing in this Clause 9 affects your statutory rights.
- ## 10. giffgaff Member lending scheme
- 10.1. This Clause 10 only applies if you have applied for a loan facilitated by RateSetter's loan exchange service through giffgaff money, or when purchasing a device on giffgaff.com where such purchase is facilitated by such a loan.
- 10.2. 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 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.
- 10.3. In order to assess whether or not RateSetter are able to provide you with a loan via its exchange, RateSetter will carry out an independent credit check on you and will use the exchange to identify if there is a suitable lender available. If RateSetter is 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.
- 10.4. If you exercise your right to cancel a purchase paid with a loan, in accordance with Clause 9.4 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 (in the event of handset loans) to RateSetter. RateSetter will remain responsible for refunding any loan payments



to you that you have already made.

## 11. Internet Access

- 11.1. 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.
- 11.2. 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.
- 11.3. You understand that you, and not us, are entirely responsible for all the visual, textual or other information that you upload, email or otherwise transmit via Internet access, whether publicly posted or privately transmitted.
- 11.4. Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Internet Phone on or via the Internet are solely between you and the person with whom you are dealing, unless explicitly stated by us. We will not be responsible for any losses or damages that may arise from any such dealings with third parties.
- 11.5. 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.
- 11.6. giffgaff is a signatory to the Open Internet Code of Practice and as such are committed to being open and transparent about any traffic management policies. Please see our [Key Facts Indicator](#) for more information.

## 12. Limitation of Liability

- 12.1. Our liability shall not be limited to you in respect of death or personal injury to any person resulting from our own negligence and any other type of liability which we cannot exclude or limit under the laws of England and Wales.
- 12.2. Subject to Clause 12.1, we have no liability to you:
- a) other than to exercise the reasonable care and skill of a competent mobile telecommunications provider or retailer;
  - b) if we cannot provide the Service to you because of something beyond our reasonable control;
  - c) for losses that haven't resulted naturally from our breach or that we couldn't have seen coming, or loss of profit, loss of business, costs, expenses or any other form of financial loss. Nor shall we be liable to you for any loss of income, business or profits (including loss of revenue) or for any loss of data in connection with your use of the Service; or
  - d) for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless caused by our negligence.
- 12.3. Subject to Clause 12.1, our liability to you under the Terms and Conditions will not exceed £3,000.

12.3 We will provide you with compensation that you are entitled to in accordance with your legal rights.

## 13. Cancellation Rights

### Your right to cancel

- 13.1 Subject to Clause 13.2 below, if you are entitled to cancel your acceptance of these Terms and Conditions at any time up to 14 days after placing your order for the Service (the "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.
- 13.2 Please note that by using your activated SIM Card you 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 airtime credit or Bundle prior to cancellation you will not be refunded the used airtime credit or such proportion of the Bundle that you have used as calculated by us.

### Our rights to bar or disconnect your SIM Card

- 13.3. Your SIM Card will be disconnected unless, at least once every six months, your Account is used to:
- a. make at least one call, SMS or MMS to another number (not including calls to emergency services or Member Services);
  - b. make at least one connection to the Internet;
  - c. make at least one airtime credit or Bundle purchase.
- 13.4 If your SIM Card is disconnected, you will lose any remaining credit or Bundle balance on your Account. giffgaff recycles numbers and we will not be able to reconnect once a number is disconnected and recycled. giffgaff may reconnect you if any disconnection was due to our negligence.

## 14. 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. Failure to enter the correct unlocking code may result in your mobile phone becoming permanently blocked. We are not responsible for mobile phones blocked in this way.

## 15. Promotions

From time to time we may invite you to take up offers, additional services or promotions. Those



offers, additional services, or promotions may have additional terms and conditions. See [promotional terms](#)

## 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](http://giffgaff.com). We may also notify you by voicemail, text or media message, by means of national advertising campaigns or by email.

## 17. Use and Disclosure of Information

17.1 Your information is treated in accordance with our [Privacy Policy](#).

17.2 You authorise us to use and disclose, in the UK and abroad, information about (i) you, your use of the Service (including, but not limited to, phone numbers and email addresses of calls, texts and other communications made and received by you and the date, duration, time and cost of such communications), (ii) how you conduct your account and (iii) 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.

17.3 If you joined us after 25 May 2018, neither we nor third parties will ever send you marketing information unless you have positively consented to our doing so when you registered

with us or under the My profile and settings tab of your Account.

17.4 You can change your marketing contact preferences at any time through the contact preferences section of your Account (which can be found in My profile and settings). If you're not a registered Member yet, and you wish to opt-out of communications from us, send an email to [removeme@giffgaff.co.uk](mailto:removeme@giffgaff.co.uk). Neither we nor third parties will ever send marketing information to Members who are opted out of receiving it.

## 18. Genera

18.1. If either of us fails to enforce our rights under the Terms and Conditions, it shall not prevent either of us from taking action later.

18.2. Each sub-clause in these Terms and Conditions operates separately. If any part is found by a court to be unreasonable or inapplicable the other parts will continue to apply.

18.3. 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.

## 19. How to Contact Us

If you need to contact giffgaff Member Service please visit [giffgaff.com](http://giffgaff.com) and click on 'Contact Us'. The European Online Dispute Resolution site [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/) allows consumers to submit disputes relating to online purchases with us. If you're unhappy with any part of our service and want to make a complaint please check our [Complaints code of practice. This includes the latest information on alternative dispute resolutions.](#)