

The terms and conditions below apply to the Net-Work-M Mobile & landline service for access number ending in XXXX XXX 0101. In addition to the Net-Work-M Ltd standard terms and conditions that are amended from time to time on our website.

Definitions

"We"/"us"/"our" means Net-Work-M Limited, 188 Manchester Road, Altrincham, Cheshire, WA14 5LD.

"You"/"your"/"Customer" shall mean the person ordinarily resident in the UK and Northern Ireland that is the primary user of the Mobile Connect Service, and includes any person enabled or permitted by the Customer to use the Mobile Connect Service.

"Service" is the Net-Work-M Service which is intended to be used from fixed line and mobile telephones and allows the Customer to make telephone calls via an Access Number with the Customer being charged standard call rates by their service provider, and having the remaining cost of the call deducted from their Mobile Connect credit balance.

"Terms of use" are the terms governing the relationship between You and Us under which We will provide access to and use of our Website, our Services and any other information and services offered via our Website.

"Access Number": the Mobile Connect Access Number is a phone number provided by us that you must use to access the service. Calls to the Access Number are billed to the bill payer of the phone used to contact the Access Number by the bill payer's existing telephone network (landline or mobile).

"Website and Privacy Policy" means the policy governing the use of Our Website www.networkm.co.uk and how We may use personal information collected from You, either via the Website or through Your use of our Services.

General

These Terms of Use govern the relationship between Mobile Connect users and ourselves under which we will provide access to our Services and Website. By accessing our Services and Website, you agree to be bound by the terms and conditions that follow. If you do not intend to be bound by such Terms of Use, please do not use the Services or Website. These terms may be wholly or partially changed without prior notice and will be effective from the date of posting on the website www.networkm.co.uk. Callers must ensure they have the bill payer's permission before using the Mobile Connect service. All rates displayed will be charged by your telephone service provider in accordance with your normal contract and are based on calls from a standard BT landline. Charges from other networks may vary. Mobile Connect makes no additional charges to the user for this service and accepts no responsibility for any charges made by the service provider. All charges for using the Mobile Connect service will be deducted from your credit balance. You are advised to confirm with your telephone service provider exactly what you will be charged by them prior to using Our Service.

User Obligations

You must not use the service to make offensive, indecent, menacing, nuisance or hoax calls; or fraudulently or in connection with a criminal offence. If you do we may cease service without notice.

Our Obligations

All Prices and or available destinations for the Mobile Connect international service are subject to change. Customers will be notified of changes on the Website. We do not guarantee that your call will be connected to your destination number, or the quality of the call, as these matters are influenced by things outside our reasonable control.

If we cannot do what we have promised in this Contract because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other providers of telecommunications services or networks or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable for this.

Disclaimer

The service is subject to availability and may be withdrawn or suspended at any time. Except as otherwise provided by law, the Website is provided "as is" and without any warranty or condition, express or implied. See the Website and Privacy Policy for full terms on the use of Our Website.

We are not liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; virus or other harmful components; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).

Liability

We accept liability for our negligence, but only to the extent stated in this paragraph. We do not exclude or restrict our liability for death or personal injury resulting from our negligence, nor any liability arising under Part 1 of the Consumer Protection Act 1987. Our liability to you in contract, tort or otherwise (including for our negligence) arising in relation to the service is limited to £100 for any one incident or related series of incidents and £200 for any series of incidents related or unrelated in any period of 12 months. In any event we have no liability for any loss that is not reasonably foreseeable, nor for any direct or indirect loss of business, revenue, profit or savings you expected to make, wasted expense, financial loss or data being lost or harmed. We do not accept liability for the acts or omissions of other providers of telecommunications services or networks or for the availability or performance of such services or networks. If you use the Service for business purposes you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them. Each provision of this paragraph operates separately in itself and survives independently of the others.

Invalidity and inconsistency

If any part of these terms are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of

these terms will not be affected. In the event that anything in the Website conflicts with these terms of use, then these terms of use will prevail to the extent of such inconsistency.

Governing law

These terms shall be governed by and interpreted in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to resolve any disputes between us. We have designed the Website for use only within the United Kingdom and make no warranties or representations with regard to use by persons accessing, downloading or otherwise using the Website outside the United Kingdom. The Website is available only to people using the Website in the United Kingdom who can form legally binding contracts under applicable law.

Entire agreement and relationship

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Amendments

We are entitled at our sole discretion to change, add or remove any part of these terms of use at any time by posting or uploading the amended terms of use on the Website. Your continued use of our Service after this time constitutes an agreement by you to abide by and be bound by these conditions of use, as so amended.

Use of Personal information

See Our Website and Privacy Policy for further details on how we may use your personal information collected through the use of Our Service.

Privacy Policy

We take security and use of your details very seriously and adhere strictly to the requirements of the UK Data Protection Act 1998.

This policy describes how we collect, manage and use the information you provide us with when using our Website and Services. Please take a moment to read and understand our Privacy Policy. This policy may be subject to change therefore we advise you to check our website from time to time for the latest terms.

Collection of personal information

Certain pages on this Website will ask you for personal information. Such information may include your name, your email address, and other personal identifying information. Such requests are normally made in connection with such activities as registering for newsletters, entering contests, and requesting promotional information. On occasion our promotions may include "referral schemes". Where details of friends and family are provided the referred person must be notified and have consented to their details being passed to Net-Work-M Ltd for the purposes of this referral scheme. This is the responsibility of the referee and is subject to the Data Protection Act 1998. The referee will indemnify (Net-Work-M) for any loss or claim arising out of the referee's failure to obtain such consent.

By using our Services you consent to us storing information about how you use our Services which will assist us in preventing and detecting fraud

Use of personal information

We will not use or share your personal information in a manner that differs from what is described within this Privacy Statement. By registering and entering your details on the Website or by using our Services you consent to us and our affiliated partners sending you information from time to time about relevant products and/or services. Such information may be shared with our affiliate partners and bonding houses so that we may better serve your needs. This collaboration will help us provide service support, plus allow us to notify you of promotions and/or other benefits that may be made available to registered users of our Services and our affiliated partners. The process of supplying you with this promotional information is at all times under our control.

Links to other sites

We may offer links to other web sites from Our Website. We are not responsible for the content or information collection policies of the other sites. If you visit another site, you should review their privacy and other policies.

Contact us

If you have any comments or queries concerning our privacy policy please write to us at: -Work-M Limited, 188 Manchester Road, Altrincham, Cheshire, WA14 5LD