



ONSIM Mobile Network Terms of Service

Document v4.0.1

Please read these customer terms of use ("Customer terms") carefully before accessing or using the ONSIM service. The service is operated by ONSIM LTD registered in England with number 08429703 whose registered office is at 86-90 Paul Street, London, England, EC2A 4NE. These customer terms apply to all customers who use or access the service. By using our service, you agree to be legally bound by these Customer Terms, Data Processing Agreement and Privacy Policy as they may be modified and posted on our website from time to time. In these Customer terms, "you" refers to the entity you present ("Customer").

If you do not agree with these Customer Terms, Data Processing Agreement and Privacy Policy, you may not use the service.

1. Agreement Structure and Contracting Entity

- 1.1. The Agreement shall comprise of:
 - 1.1.1. Each set of Commercial Terms;
 - 1.1.2. The Service Terms;
 - 1.1.3. Any applicable Price Plan Guide(s);
 - 1.1.4. These General Terms;
 - 1.1.5. Onsim's Standard Price List;
 - 1.1.6. Any other document expressly referred to in this Agreement; which apply in decreasing order of precedence.
- 1.2. By entering into the Agreement, the Customer confirms that it is contracting as a business and not a consumer.

2. Definitions – the defined terms in the Agreement shall have the following meanings:

Additional Services – additional or supplemental services for which a charge is made in addition to the fixed periodic charges for Services (if applicable).
Age Restricted Services – any Services for use only by customers 18 or over.

Connection – the procedure by which we give you access to Services. 'Connected', 'Connecting' and 're-connection' have corresponding meanings.

Confidential Information – information which would reasonably be regarded as confidential by a businessperson concerning the operations, business, services, knowhow, suppliers, customers, or products of the disclosing Party by a Party to the other Party before or after the Commencement Date.

Disconnection – the procedure by which we stop your access to Services. 'Disconnected', 'Disconnect' and 'Disconnecting' have corresponding meanings.

Equipment – Any tangible material, but not a SIM card, supplied by Onsim to a Customer, such as a mobile phone or a connecting cable.

Equipment Subsidy – Original Equipment value less any upfront payment made by the Customer towards the Equipment.

Handset – the device or mobile handset that is authorised by us for Connection to the network which is used to access Services.

Intellectual Property Rights – Rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration for any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; rights in the nature of unfair competition rights and to sue for passing off; and trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.

Messaging services – any email, fax and voicemail services, text message and multimedia messaging services, personal information management and other message or communication facilities which let you communicate with others.

Network – the telecommunication systems Onsim uses to provide Services.

Onsim – ONSIM LTD, registered number 08429703, and registered office 86-90 Paul Street, London, England, EC2A 4NE

Premium Services – any Services which re charged at premium rates. You can only access these Services, such as International Calling and International Roaming, with our approval.

Services – the Services offered by us, including Call Services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which we agree to provide for you.

SIM / SIM Card(s) – a subscriber identity module card is an integrated circuit storing user specific data, including your phone number and allows use of equipment on the Network.

Session Initiation Protocol (SIP) – is a communication protocol for singling and controlling multimedia communication sessions in applications or internet telephony for voice over Internet Protocol (IP) networks.

Storage Services – any Services which offer you storage capacity on the network for storage of content which you access from us.

Suspension – the procedure by which we temporarily Disconnect your access to the Services. 'Suspend' has a corresponding meaning.

Subsidy – A sum Onsim invests in the Customer, including cash bonus, connection bonus, Technology Fund, Equipment Discount, as set out in the Commercial Terms.

UK – England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.

User – An individual end user of the Equipment and/or Services under this Agreement.

3. Key Points

- 3.1. The General terms for Services only cover the terms on which you may use the Services. They do not cover your purchase or rental of Handset(s) or Hardware.
- 3.2. Services will be provided within our network provider's network area but it's always possible that the quality or coverage may be affected at times.
- 3.3. You must not use the Services for any illegal or improper purposes. Anyone under 18 is not permitted to access Age Restricted Services.
- 3.4. You agree that we and our network provider can process your personal data which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage an account for Services, to deliver products and Services ordered by you, for credit checking and fraud prevention, (subject to your preferences) as set out in our 'Privacy Policy' in the Terms of Service.

4. Terms of Services

- 4.1. About your agreement. It is your responsibility to make sure any SIM or SIP account is only used to access Services as permitted in this agreement. This agreement does not cover the supply of your Handset(s) or Equipment. The manufacturers of Handsets and Equipment are not related to us.
- 4.2. Variations to your agreement or prices. We may vary any of the terms of your agreement. You can end the agreement if such variations are to your detriment except that you will not be able to end the agreement if such variation or increase;
 - 4.2.1. is due to changes to the law, government regulation or licence which affect us; or
 - 4.2.2. relates solely to Additional Services.
- 4.3. If you carry on using Services after the variation commences, you will be deemed to have accepted the variation.
- 4.4. Onsim may reasonably increase the prices set forth on the price list and any other schedules, at any time and for any reason, by giving at least 30 days prior notice of the new price.

5. Signup

- 5.1. The person signing up for an account will be automatically assigned as a super administrator ("Super Administrator"), the customer contact who has day to day responsibility for the Customer account. Your account is only for use by either a single legal entity (e.g. company of a partnership) or an individual user.
- 5.2. You must provide the Customer legal full name, address, a valid email address and any other information requested in order to complete the sign-up process.
- 5.3. The Customer acknowledges that, if the Customer allows a third party to open an account on their behalf or designates any of the third party's personnel as Super Administrators of the Customer's account, the third party will be able to control account information, including Customer Data, and access to the Customer's account.
- 5.4. You confirm that all end users are 18 years old or older.
- 5.5. To access and use Onsim services, the customer is required to complete the account registration process online via the Onsim website. This process must be carried out personally by the Customer and cannot be completed by the Onsim support team or any representative on the customers behalf. The customer is responsible for ensuring that all information provided during registration is accurate and up to date. Failure to complete the registration process correctly may result in delays or denial of service.
- 5.6. To use Onsim's services, the Customer must be a current resident of the United Kingdom, hold an active UK bank account and activate the SIM card on a UK mobile network. These conditions are mandatory unless the Customer has received prior approval from the Company for alternative arrangements. Failure to meet or maintain these requirements may result in suspension or termination of services without refund.
- 5.7. It is the Customers responsibility to ensure that their device is compatible with Onsim's services and that they select the correct SIM card type (Physical or eSIM) during the sign up process. Onsim does not guarantee compatibility with all devices. No refunds, exchanges or credits will be issued if the service does not function due to device incompatibility or incorrect SIM type selection by the Customer.
- 5.8. Onsim may ask for additional information or carry out further checks to verify to your identity at any time while you use our services. These checks may be carried out for any reason, and Onsim does not have to provide a reason. Any information collected will be handled securely in line with our privacy policy and data protection laws. If you do not provide the information required to verify your identity, Onsim may suspend or terminate your services without notice.

6. Commencement of Services & Term

- 6.1. By agreeing to use our services you understand that you are entering expressly into a business-to-business contract and therefore there is no cooling off period or 14-day cancellation period for any of our Services (this is consumer legislation).
- 6.2. All services are subject to a 30-day cancellation period unless advised otherwise.
- 6.3. Onsim reserves the right to charge additional fees for any customisation of your system. This will be quoted on request.
- 6.4. When adding additional Services to an active account, payment will be taken on the day of activation and will cover the period from the day of activation until your next renewal date. This will be a pro-rata payment. Onsim will also pro-rata the allowance for the new services.

7. Availability and Support

- 7.1. We will endeavour to make the Service available to Customers and users 24 x 7, however we shall not be liable if for any reason the Service is unavailable at any time or for any period.
 - 7.2. We may suspend access to your account temporarily and without notice in the case of system failure, maintenance or repair or due to a Force Majeure Event.
 - 7.3. We will provide technical support to you only when a ticket is raised correctly through the prescribed channels. To raise a ticket an email must be sent to support@onsimuk or you may raise a support ticket through your online dashboard (app.onsimuk) in the first instance. We reserve the right to refuse to service your technical support request if you do not have a valid open ticket reference number. Technical support is available only during working hours (9–5 Monday to Friday excluding bank holidays). Technical support will only be provided for bugs or errors that are reproducible by us. You agree to provide us with full and accurate details of all bugs and errors, on request (see 7.6). You acknowledge that we provide no warranty that all or any bugs or errors will be corrected.
 - 7.4. We will provide technical support in accordance with our service level agreement. Onsim reserve the right to vary from time to time any published service levels.
 - 7.5. We will not tolerate any abusive or aggressive behaviour towards our staff. This behaviour may prevent us from being able to provide the appropriate support and may result in your Services being terminated.
 - 7.6. Logging faults. For any faults we will require the following information. Without all of the below we will be unable to resolve the fault or adhere to our SLAs:
 - 7.6.1. Exact nature of fault (Detailed description of the issue you are experiencing)
 - 7.6.2. Confirmation of which users are affected (extension numbers or direct dial information)
 - 7.6.3. A minimum of 3 call/SMS examples of where the fault has occurred, these examples must be from within the last 72 hours. The details we need for each call are:
 - 7.6.3.1. Whether it is an inbound/outbound call
 - 7.6.3.2. Time & date of call
 - 7.6.3.3. All numbers involved in the call (for example extension 2001 rang 07xxxxxxx or call from 07xxxxxxx came into our main line 0xxxxxxx, picked up by extension 2001)
 - 7.6.3.4. Post code location when the call occurred
 - 7.6.4. Make and model of device being used
 - 7.6.5. Confirmation that all settings are correct as per the Onsim Support Guides
 - 7.7. Service Level Agreements
 - 7.7.1. Our current service level agreements are detailed in our support guides. <https://support.onsimuk/hc/en-us/articles/5135746346001-Raising-Support-Tickets-and-Service-Agreements>
8. Allowances, Bundles and Fair Usage Policy
 - 8.1. You acknowledge and agree that our Fair Usage Allowance is set from time to time based on the average fair and reasonable needs of administering a business.
 - 8.2. You acknowledge and agree that our “Unlimited UK Landline & Mobile” Call & SMS plans are:
 - 8.2.1. not intended or suitable for high volume contact centres, making automated phone calls, high volume outbound sales & marketing, bulk SMS or any other usage than that equivalent to the average fair and reasonable needs of administering a business and
 - 8.2.2. capped at our Fair Usage allowance with further calls or SMS beyond that limit charged at the prevailing out of bundle prices.
 - 8.3. Your inclusive bundle will be re-set on the plan anniversary date and will not roll over.
 - 8.4. Call charges for any calls which fall outside of your inclusive allowances (based on your tariff) will then be rounded up to the nearest penny. In addition, Onsim may apply a call connection charge to each call.
 - 8.5. The system will check your usage on an hourly basis and automatically send any appropriate usage alerts. Onsim does not guarantee the accuracy or timeliness of usage information and will not be held responsible for any overages incurred between hourly usage checks, for any delay or failure in receiving usage data from the network, or for the non-delivery of alerts. You remain solely responsible for all usage on your account, including any charges incurred in excess of your plan allowances, regardless of whether usage data is delayed, unavailable, or not received from the network. Any such overage will be billable. Onsim may impose a credit limit on your account to help prevent fraudulent use; this is intended to reduce the risk for Onsim in providing the Services and is not intended to operate as a balance control or spending cap.
 - 8.6. In the event that you exceed the limits included in this fair usage policy:
 - 8.6.1. We will charge you outside bundle charges as described above.
 - 8.6.2. We reserve the right to switch you to a more appropriate tariff or call package at any time.
 - 8.6.3. We reserve the right to suspend the Service.
 - 8.6.4. We reserve the right to terminate this Agreement with immediate effect.
 - 8.7. Inclusive UK calls are defined as;
 - 8.7.1. Calls to UK Geographic Landlines beginning 01, 02 and 03.
 - 8.7.2. Calls to UK mobiles on major networks beginning 07
 - 8.7.3. Calls to non-Geographic numbers beginning 0808 and 0800.
 - 8.7.4. They do not include calls to non-Geographic numbers beginning 0845 or premium numbers beginning 0870 or 090, personal 07 numbers, directory enquiry numbers or internet access numbers.
 - 8.8. Roaming Services are excluded from any bundles.
 - 8.9. Onsim may exclude from bundle allowances any calls or messages which it reasonably believes are being used for forwarding services, onward calling services or numbers that pay a revenue share.
 - 8.10. Bundles are designed and priced to allow customers to manage their usage and monthly spend but are not designed for subscribers to use exactly the bundle amounts in every month of the contract.
 - 8.11. Onsim reserves the right to terminate Services for subscribers who consistently use the exact amount of Bundle allowance (to the nearest 0.5%) or who exceed the fair usage policies for calls, SMS, MMS or data in more than three consecutive months.
 - 8.12. Where the Service is referred to unlimited, the fair usage allowance will be 5,000 voice minutes, 1,000 text messages (including MMS) and 100GB of data in any one billing period. Any usage above these limits will be deemed to be not for business use and Onsim reserves the right to charge for usage at out of Bundle rates after these thresholds have been exceeded.
 - 8.13. A bundle cannot be shared between users. A bundle that is applicable to our mobile service is for usage by a single device containing an Onsim SIM Card and may not be shared across multiple connected devices. Where a twinning service has been added, you may use the allowance on one other twinned IP device or softphone app from our approved lists.
 - 8.14. You may upgrade your bundle at any time. A pro-rata payment will be collected at the time of the upgrade to cover the increased price from the time of the upgrade to the next renewal date. Upgrades cannot be applied retrospectively.
 - 8.15. Any request to downgrade will be processed with effect from your next renewal date. Downgrades cannot be applied retrospectively.
 - 8.16. Onsim reserves the right to replace, amend or withdraw at any time; any of the bundle products (in whole or part); the charges for a bundle; the out of bundle charges; the inclusive allowances of a bundle; or these terms. Onsim will send notices to the registered email address on the account and will give you at least 30 days notice if it deems such changes to be materially adverse. If you continue to use this bundle after the date on which the change comes into effect, such use of the bundle shall constitute agreement to the changed terms. If Onsim increases any bundle charges you are liable for these under this Agreement.
 - 8.17. Notwithstanding the above, Onsim reserves the right to make any changes to the Bundle which are required to conform to any applicable safety or other legal or statutory requirements, or which do not materially alter their quality or performance. Such changes shall not entitle you to cancel the Bundle without incurring applicable fees, regardless of whether such changes are materially adverse to you.
9. Default roaming and Dialling Restrictions
 - 9.1. You acknowledge that by roaming outside of the Home Zone you will be liable for any and all charges incurred and that any minutes, SMS, MMS or Data usage will not be in any inclusive bundle allowance that you may have.
 - 9.2. By default, we block all International Calling and premium rate calling on our Service.
 - 9.3. The inability to call International or premium rate numbers is not grounds for breaking your contract as they are expressly not included in your package.
 - 9.4. To enable roaming outside the Home Zone you will need to request this via email to our support team at least 72 working hours before you travel.
 - 9.5. Calls made outside of the Home Zone have a minimum duration of 60 seconds and are billed in 60 second increments.
 - 9.6. When roaming outside of the Home Zone calls have a minimum duration of 60 seconds and are billed in 60 second increments.
 - 9.7. SMS messages are billed per SMS text message.
 - 9.8. MMS messages are billed as 1 SMS plus Data charges for digital attachment to the message.
 - 9.9. Roaming charges will be applied as per our current tariff guide.
 - 9.10. We strongly advise checking roaming charges before using your SIM outside the Home Zone as roaming charges are significantly more expensive.
 - 9.11. You can apply to have dialling restrictions removed by emailing our support team (support@onsimuk). Removal of these blocks or restrictions is entirely at our discretion and is based on a range of factors such as;
 - 9.11.1. Credit check
 - 9.11.2. Behaviour prior to requesting block removal
 - 9.11.3. Company status
 - 9.11.4. The cost of the International numbers you intend to call
 - 9.11.5. Your payment history with us
 10. What we will provide to you.
 - 10.1. Number Porting
 - 10.1.1. We will support inbound and outbound number porting and number migration wherever this is technically possible.
 - 10.1.2. Standard charges published in our guides will apply to all porting and migrations.

- 10.13. We cannot guarantee that any porting requests will be successful and will charge for failed, cancelled or rejected porting requests.
- 10.14. If all information has not been submitted, we will be unable to action your port request. If the port fails due to incorrect information being supplied additional charges will apply.
- 10.2. A phone number and SIM
- 10.2.1. We or our network provider own each SIM, and each SIM remains our or their property at all times. You are being allowed to use the SIM by us on a limited licence to enable you to access Services. In accordance with the terms of this agreement. We or they may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use our SIM to obtain Services from us. If you misplace the SIM, you must inform us as soon as possible and we will charge you for a replacement.
- 10.2.2. Each SIM may only be used in Handsets which are enabled for Services and are authorised by us for connection to the network provider. Any attempt to use the SIM in other handsets may result in serious damage to the Handset and may prevent you from being able to use it, including the making of emergency calls. In these instances, we and our network provider are not responsible for any such damage or usage problems.
- 10.2.3. A supported handset must be used, please refer to the list of supported devices [here \(https://support.onsimuk/hc/en-us/articles/31590948174737-Supported-Mobile-Handsets\)](https://support.onsimuk/hc/en-us/articles/31590948174737-Supported-Mobile-Handsets). Handsets must be unlocked (i.e. they must not be constrained to a single network Operator service or Network) in order to work with the SIM. If a handset has been previously locked to a network, and then subsequently unlocked, Onsim cannot warrant that the SIM will work in such a device.
- 10.2.4. SMS services are supported only on mobile numbers. Non-mobile numbers (including, but not limited to, landline, VoIP, or virtual numbers) may not be SMS-enabled. Onsim cannot guarantee that all numbers are capable of sending or receiving SMS messages and accepts no responsibility for failed or undelivered SMS messages where the number used does not support SMS functionality. Numbers will only be enabled for SMS where the customer has selected a plan that includes an SMS allowance; if no SMS allowance is included in the chosen plan, outbound SMS will not be enabled.
- 10.2.5. The customer is solely responsible for testing and verifying the functionality of any new telephone numbers provided by Onsim before publishing, printing or distributing them (e.g. on business cards, marketing materials, websites or signage). The company accepts no liability for any costs, losses, or damages incurred as a result of the Customer failing to test the number(s) prior to use. It is the Customers responsibility to ensure the number is active and operating as expected before relying on it for business or personal purposes.
- 10.3. A phone number and SIP account
- 10.3.1. Your SIP credentials may only be used in a device that is expressly supported by Onsim.
- 10.3.2. To help secure the network services, Onsim may either provide you with SIP

credentials to allow you to provision your handset yourself, or, at your request, an Onsim engineer may provision the handset on your behalf. Where the handset has not been purchased through Onsim and you elect for provisioning to be carried out by an Onsim engineer, an additional charge will apply for this service.

- 10.3.3. We are not obliged to provide passwords or usernames (SIP credentials). SIP credentials will only be provided to customers via our secure ticketing system. Where SIP credentials are provided, it is the sole responsibility of the customer to keep these credentials secure and confidential. Any use, charges, losses, damage, or other liability arising from the misuse, compromise, or unauthorised use of SIP credentials shall be the sole responsibility of the customer.

10.4. Rental Hardware.

- 10.4.1. If rental hardware is included in your plan we will provide (a) rental handset(s) for you to use.
- 10.4.2. The rental hardware remains the property of Onsim at all times.
- 10.4.3. You may only use the rental hardware to access our Services.
- 10.4.4. Rental hardware must not be serviced, altered or modified in any way.
- 10.4.5. The rental hardware must not be removed from the address it was delivered to or installed at without prior written approval.
- 10.4.6. If there is any damage to rental hardware you must notify us immediately.
- 10.4.7. In the event that we deem that the phones have been damaged as a result of anything other than responsible wear and tear you will be charged the full price to replace the handset.
- 10.4.8. On termination of your contract, you must return all rental hardware, complete with cables, cradles, batteries and power supplies at your cost. Any parts or hardware not returned within 30 days of the end of your contract will result in charges being applied for the full price of replacement.
- 10.4.9. Certain parts of rental hardware are non-replaceable for example the plastic bases of Yealink Handsets. In the event that a non-replaceable part is missing from your returned rental hardware we reserve the right to charge the full replacement cost for the entire unit.

11. Services

- 11.1. Once you are connected, we will provide you with access to our Services. The Services will include premium Services, provided you ask for them and we approve, and may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from Age Restricted Services to anyone under 18.
- 11.2. You will also be able to upload and send your own content using the services. You grant us and our network provider a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Services.
- 11.3. We may change, withdraw or modify some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Subject to Section 4.2, you can end the agreement if this variation is likely to be of detriment to you; and also determine how services are presented and delivered to the handset or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time.

12. Limitation of Services

- 12.1. We will always try to make Services available to you. However, Services are only available within our coverage area. Within this, there may be areas where you do not have access to all Services or where coverage is otherwise limited or unavailable. For more information about coverage, please email support@onsim.uk

13. Disruption of Services

- 13.1. There may be situations where Services are not continuously available, or the quality is affected and so we cannot guarantee continuous fault-free Service. For instance:
- 13.1.1. when we or our network provider perform upgrading maintenance or other work on network or Services.
- 13.1.2. when you move outside our service area whilst you are on a call (in this case the call may not be maintained).
- 13.1.3. when you are in areas not covered by our network. In these cases, Services rely on other operators' networks where we have no control; and
- 13.1.4. because of other factors outside our control, such as the features or functionality of your Handset, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.
- 13.1.5. Local and third-party networks & ISP's you can connect to your SIP account.
- 13.1.6. Loss of signal due to a mast being taken down in your area by another network or a fault/maintenance being carried out on a mast.

14. What you will do in return

- 14.1. Secure your PIN, Passwords, SIM & SIP Credentials
- 14.1.1. As we or our network provider own the SIM and it remains our property at all times, you must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms.
- 14.1.2. To secure your local network and not allow unauthorised access to provisioned equipment.
- 14.2. Responsible use of Services. You may only use Services as laid out in this agreement and for your own internal business operations. This means you must not resell or commercially exploit any of the Services or content.
- 14.3. You must not use Services, the SIM or phone number or allow anyone else to use services, the SIM or phone number for illegal or improper uses. For example:
- 14.3.1. for fraudulent, criminal or other illegal activity.
- 14.3.2. in any way which breaches another person's rights, including copyright or other intellectual property rights.
- 14.3.3. to copy, store, modify, publish or distribute Services or content (including ringtones), except where we give you permission.
- 14.3.4. to download, send or upload content of an excessive size, quantity or frequency.
- 14.3.5. in any way which breaches any security or other safeguards or in any other way which harms or interferes with our network, the network or systems of others or Services.
- 14.3.6. to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origins of the source of software or other content contained in a file that you upload; and

- 14.3.7. to use of provide to others any directory or details about customers.
- 14.3.8. licence, sublicence, sell, rent or lease or otherwise permit third parties to use the Services.
- 14.3.9. use the Services to provide Services to third parties (e.g. as a Service bureau).
- 14.3.10. circumvent or disable any security or other technological features or measures of the Services.
- 14.3.11. reverse engineer any element of the Services or use the Services of any of Onsim's Confidential Information to compete with the Services.
- 14.3.12. modify, adapt or hack the Services to falsely imply any sponsorship or association with Onsim, or otherwise attempt to gain unauthorised access to the Services or its related systems or Networks.
- 14.3.13. use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or components of the Services.
- 14.3.14. use the Services to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or that contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.
- 14.3.15. attempt to use any method to gain unauthorised access to any paid features of the Sites.
- 14.3.16. use automated scripts to collect information from or otherwise interact with the Sites or Services.
- 14.3.17. deep link to the Sites for any purpose, unless expressly authorised in writing by Onsim.
- 14.3.18. impersonate any other user of the Services; or use the Services in violation of any social media network acceptable use policy, terms of use or any similar policy or terms. You shall not use the Services for surveillance purposes or gathering intelligence
- 14.4. You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Services and your account. You must only use Handsets authorised by us for Connection to our network and also comply with all relevant legislation relating to their use.
- 14.5. We may publish an acceptable use policy, which provides more detail about the rules for use of certain Services in order to ensure that use of Services is not excessive, to combat fraud and where Services we may introduce required certain rules to ensure they can be enjoyed by our customers. If we publish a policy, we will let you know – such policy may be amended from time to time – for instance, if we discover that the Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain Services is causing problems for us, our network provider, its system or for other users or if we introduce new Services which may require certain rules to ensure that such new Services can be enjoyed by our customers, again, we will let you know if this happens.
- 14.6. Responsible use of Messaging and Storage Services. While using the Messaging Services, you must not send or upload
- 14.6.1. anything that is copyright protected, unless you have permission.
- 14.6.2. unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- 14.6.3. anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 14.7. Responsible use of Age Restricted Services. If you are under 18, you are not permitted to access our Age Restricted Services (if any). If you are 18 or over and you access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 use your handset.
- 14.8. Responsible use of Services outside of the UK. If you use Services in a country outside of the UK, your use of the Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations.
- 14.9. Onsim shall have the right to terminate this Agreement, in its sole and absolute discretion, if it reasonably suspects that a Subscriber has violated any of the foregoing restrictions.
15. Our Rights – Intellectual Property
- 15.1. All rights, including copyright in Services and their content, belong to us, our network provider, or our licenced source, such as a content provider. We and they reserve all our and their rights.
- 15.2. The '3' trademark and other related images, logos and names on the Services are proprietary marks of the Hutchinson Whampoa group of companies. We and they reserve all our and their rights.
- 15.3. The 'O2' trademark and other related images, logos and names on the Services are proprietary marks of the Telefonica UK group of companies. We and they reserve all our and their rights.
- 15.4. The 'Vodafone' trademark and other related images, logos and names on the Services are proprietary marks of the Vodafone group of companies. We and they reserve all our and their rights.
- 15.5. The 'EE' and 'Everything Everywhere' trademark and other related images, logos and names on the Services are proprietary marks of the Everything Everywhere group of companies. We and they reserve all our and their rights.
16. Suspension of Services
- 16.1. We may suspend any or all of the Services you use without notice if:
- 16.1.1. we reasonably believe you have provided us with false or misleading details about yourself, or we reasonably believe that you have used Services, the SIM(s), SIP Accounts or a phone number for illegal or improper purposes in contravention of our responsible use requirements.
- 16.1.2. we receive a serious complaint against you which you believe to be genuine (for example, if we receive a complaint that you are using Services in any of the ways prohibited in our terms and conditions).
- 16.1.3. we are required to suspend your Services by the emergency services or other government authorities.
- 16.2. If we suspend any or all of your Services, you will still be able to make emergency calls (unless they have been suspended at the request of the emergency services).
17. Termination of Services
- 17.1. Request to terminate your Services must be emailed to support@onsim.uk and be sent from the email address we have registered to your account; this instruction cannot be accepted over the telephone or via our live chat.
- 17.2. You will receive a confirmation of your request via email.
- 17.3. You must pay for all services used up until your contract end date. You are responsible for properly cancelling your Services in accordance with the cancellation policy outlined in this Agreement. Continued monthly billing will occur until a formal cancellation request is received and confirmed via email.
- 17.4. Onsim reserves the right to terminate your Services immediately due to abusive or aggressive behaviour towards our staff.
- 17.5. Cancellation of your payment method or direct debit does not constitute cancellation of your contract or services – if you wish to terminate your services with us you will need to do so as outlined in this Agreement.
- 17.6. Porting a landline or mobile telephone number away from Onsim whether in whole or in part, does not constitute cancellation or termination of your Services or this Agreement. If you port a number away from Onsim and do not submit a valid cancellation request in accordance with this Agreement, your Services will remain active and you will continue to be billed in line with your contract terms until a cancellation request is received and confirmed by us via email. No refunds, credits or waivers of charges will be issued for any period prior to the effective cancellation date. All applicable notice periods will apply from the date we receive your valid cancellation request, not from the date of any number porting activity.
18. Ending this Agreement and Disconnection of Services
- 18.1. We may end this agreement because of your conduct.
- 18.2. In the following cases, we may end your agreement immediately and you have to pay all the Charges you owe up until we Disconnect you:
- 18.2.1. if we have the right to Suspend your Services on any of the grounds in section 14 and we believe that the grounds are serious and have not been or are unlikely to be rectified.
- 18.2.2. if we believe that your use of our Services is jeopardising the operation of our network providers network or is of an unacceptable nature; or
- 18.2.3. in the event of your bankruptcy, insolvency or death
- 18.3. We may end this agreement if there is no network access or Services.
- 18.4. We may end your agreement if we no longer have access to other operators networks, which we need in order to provide the Services, or we are no longer able to provide the Services due to factors beyond our control or because we cease business.
- 18.5. If you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be affected by this section. For more information on your statutory rights, contact your local authority Trading Standards, Department or Citizen's Advice Bureau.
- 18.6. Effect of this Agreement Ending. If this agreement ends, we will Disconnect you and you will not be able to use Services or make emergency calls.
- 18.7. We may end this agreement if you fail to provide additional identification or information when we request it to verify your identity.
19. Liability
- 19.1. Limits on our liability. All of our obligations to you relating to Services are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing, except as set out in 14.3:
- 19.1.1. all other terms, conditions and warranties relating to Services are excluded.
- 19.1.2. Our and our network operator's entire liability to you for something we do or don't do will be limited to £3,000 for one claim or a series of related claims; and
- 19.1.3. we and our network operator are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Services. We and our network operator

are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.

- 19.2. Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards, Department or Citizen's Advice Bureau.

20. Services – Areas Where We Have No Responsibility

- 20.1. We will try to ensure the accuracy, quality and timely delivery of Services. However:
- 20.1.1. we and our network operator accept no responsibility for any use, or reliance on, Services or their content, or for any disruptions to, or any failures or delays in, Services. This includes, without limitation, any alert Services or virus detection Services; and
- 20.1.2. we and our network operator do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. They are provided to you on an 'as is' basis.
- 20.1.3. we and our network operator are not providing you with advice of any kind (including without limitation investment or medical advice). Where Services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements.
- 20.2. We and our network operator will not be liable for any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or if we or they cannot carry out our duties, or provide Services, because of something beyond our control.
- 20.3. Others' content and services – Areas where we have no responsibility
- 20.3.1. you may be able to use Services:
- 20.3.1.1. to upload, email or transmit content using Services; and
- 20.3.1.2. to access content which is branded or provided by others and to acquire good and services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or services. We and our network operator are not responsible or liable in any way for, and do not endorse, any of this content, goods or Services.
- 20.4. This Section 20 will apply even after this agreement has ended.

21. Privacy Notice and Your Information

- 21.1. We may pass and share your information to our network provider, other communications service providers and network operators for the detection and prevention of theft and fraud, and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- 21.2. If you use Services from a country outside of the UK, it may be necessary to transfer your information to that country. If that country is outside of the EEA, the treatment of your personal information may be subject to laws and regulations applying in that country and which may not protect your information to the same standards, applying in the UK and EEA.

- 21.3. We reserve the right to share your personal information, including contact and billing details, with third party debt collection agencies in the event of non-payment or default on your account. This disclosure will be made solely for the purpose of recovering outstanding debts owed to us and will be carried out in accordance with applicable data protection and privacy laws.

22. Data Processing

- 22.1. Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.
- 22.2. To the extent that personal data is processed by us on your behalf when you or users use the Service, you acknowledge that we are a data processor, and the Customer is a data controller. The terms of the Data Processing Agreement shall apply to all Customer Data that we process on your behalf.
- 22.3. Any information that you provide to us during signup or information provided when ordering the service (such as the Customer's email address) will be used by us in accordance with the terms of the Privacy Policy.
- 22.4. If a third party alleges infringement of its data protection rights, we shall be obliged to take measures necessary to prevent the infringement of a third party's rights from continuing.
- 22.5. Onsim may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our Services.
- 22.6. We may contact you before, during and after the term of this agreement in order to administer, evaluate, develop and maintain our Services.
- 22.7. Onsim operates in accordance with GDPR and in accordance with our website 'Privacy Policy' available at <https://onsimuk/privacy/>. You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this agreement.
- 22.8. By registering for the Services, you consent to us using and/or disclosing your personal information for the following purposes:
- 22.8.1. processing your application (which may involve credit checking by a licenced credit reference agency who may record that a credit check has been made and disclosing certain person and account details to a bank for the purposes of setting up a direct debit account).
- 22.8.2. providing or arranging for third parties to provide customer care/help desk facilities and billing you for the Services (which may involve disclosing your information to third parties solely for those purposes).
- 22.8.3. to maintain quality and for training purposes, we may monitor and record telephone conversations with you.
- 22.8.4. to inform you about other Onsim products or services, or products and services from our group of companies unless you notify our customer services in writing, signifying that you do not wish to receive this information from us.
- 22.8.5. to disclose all or part of your personal data to a regulator (i.e. Ofcom the Information Commissioners Office), a court, or to a public body to comply with any regulatory, government or legal requirement; and
- 22.8.6. to communicate information that describes the habits or usage patterns and/or demographics of the whole or part of our customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.

- 22.8.7. We are required by law to make your name, address and telephone number available to the emergency services.

23. Other Terms

- 23.1. You may not transfer or assign this Agreement or any rights under it without our prior written consent. We may assign or transfer our rights and obligations under this Agreement to a party who agrees to continue complying with our obligations under the Agreement.
- 23.2. This agreement is governed by English Law unless you live in Scotland in which case, it will be governed by Scots Law. Each of us agrees to only bring legal actions about this agreement in a UK court.
- 23.3. If you, or we or our network provider, delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us or them, from taking action later.
- 23.4. If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 23.5. We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement, provided that your rights under the agreement or any guarantees given by us to you are not affected. No other person (other than our assignee, if any) may benefit from this agreement.
- 23.6. In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number for Services.
- 23.7. You confirm that you have full contractual capacity to agree to this agreement.
- 23.8. The customer agrees not to contact, communicate with, or engage directly or indirectly with any of Onsim's suppliers, subcontractors or service providers without the Company's prior written consent. Any such contact must be pre-approved in writing by Onsim. This restriction is intended to protect Onsim's business relationships and confidential information. Breach of this clause may result in the immediate termination of the agreement and/or legal action.
- 23.9. Onsim reserves the right to request additional verification or identification information from the account holder at any time, for any reason, including but not limited to compliance, security, or account validation purposes. The account holder agrees to provide all information requested by Onsim within the specified timeframe. Failure to provide the requested information by the stated deadline may result in immediate suspension or termination of services without further notice. In such cases, no refunds will be issued for any remaining service period or unused portion of the services.

24. Third Party Rights

- 24.1. This agreement is entered into by us for the benefit of us and our network provider.
- 24.2. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that our network provider will have the right to enforce any rights conferred on it under this agreement and to that extent our network provider will have the same rights against you as would be available if they were a party to this agreement.

25. Delivery

- 25.1. eSIM delivery time frame – eSIMs are sent via email at the time of sign up. The QR code for the eSIM will be sent to the email address you used to register the account. It is the customers sole responsibility to inform Onsim if the QR code for the eSIM is not received so that another can be sent.

- 25.2. Physical SIM delivery time frame – our SIMs are despatched via Royal Mail. SIM orders received before 2pm Monday-Friday will be sent out on the day that they are ordered. Orders received after 2pm will be despatched on the next working day. Please allow 3-5 working days for delivery.
- 25.3. Physical SIM delivery address – We use the address we deliver your SIM to as proof of address. If the SIM is delivered to an address which is not the same as the one your method of payment is registered under, we reserve the right to query this and may request further proof of address documentation. SIMs will be delivered to an alternative address at Onsim's discretion.
- 25.4. Delivery charges – Our Standard UK charge covers packing and postage. All delivery charges will be shown at checkout.
- 25.5. Hardware delivery timeframes – Standard delivery for phone hardware is by courier. When ordered before 3pm Monday-Friday we aim to deliver next day but please allow up to 3-5 working days for delivery. Delivery will be attempted between 8am and 6pm. Any charges for failed deliveries may be passed on to the customer (see below for more detail). If any products you've requested aren't in stock, we will email you to let you know as soon as we are made aware by our supplier.
- 25.6. Delivery locations – We deliver to all postal areas in the UK, including England, Wales and Scotland. Delivery to addresses on islands or in remote areas of the UK mainland may take a little longer than our usual delivery times, with delays possible if you live in the following postcode areas: AB, BT, DD, GY, HS, IM, IV, JE, KW, PA, PH, PO30 – PO41, TR21 – TR25, ZE. If we believe that the delivery address you have given may not be secure (for example, if it is a communal postal address or PO Box) we may contact you to make alternative arrangements.
- 25.7. Failed deliveries for orders despatched by courier – deliveries are usually made on Mondays to Fridays between 8am and 6pm. If the recipient isn't in, our courier will leave a card confirming that they have tried to deliver your parcel, and it will be held at your local DPD depot. Please find help and advice from DPD here <http://www.dpd.co.uk>
- 25.8. Partial orders – if there are any items missing from the order (as detailed in your order confirmation email), please contact support at support@onsim.uk
- 25.9. It is the Customers sole responsibility to notify Onsim if a SIM card is not received within the expected delivery time frame. The company will not be held liable for any delays or issues arriving from non-receipt of the SIM. Upon receipt of the SIM card, the client is responsible for activating it in accordance with the instructions provided. Failure to notify Onsim of non-receipt or failure to activate the SIM card will not entitle the customer to any refund, credit or compensation. Onsim accepts no responsibility for service delays or losses resulting from such omissions.

26. Fees and Payment

- 26.1. Any sums payable by You to Us under this Contract are exclusive of VAT or any other Sales Tax and shall be made in GBP (£)
- 26.2. As you are entering into a contract as a business the legal entity you present is wholly responsible for and must pay any and all charges for services procured.
- 26.3. All sums payable to Us under this Contract shall be paid in full without any deduction set off or withholding other than as required by law. You shall not be entitled to assert any credit, set off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.
- 26.4. We are under no obligation to commence the Services, unless and until we have received the required fees and any other sums outstanding from you to us.
- 26.5. We will only provide credit notes or refunds once we have resolved the issue and a dispute has been raised correctly through the appropriate channels. The period for the credit or refund will only be calculated from when we receive all the information necessary to investigate the issue.
- 26.6. Once a request for an activation or order has been placed, including any renewals, pre-orders or backorders, you do not have the right to cancel such a request.
- 26.7. You acknowledge and agree that:
- 26.7.1. Where charges on your account are unpaid or overdue, an administration charge will be applied to your next invoice.
- 26.7.2. We will add a reasonable charge to your next bill to reinstate services that have been suspended or terminated due to your breach of your payment obligations as per our non-standard charges guide.
- 26.8. All our charges are subject to VAT at the prevailing rate.
- 26.9. Your invoice will normally include charges for active services, handset rental, line rental, allocated tariff charges and support. Any charges that are incurred outside of your inclusive plan allowance will be added to your next bill.
- 26.10. If an engineer visits your premises, you will be charged for this service. We reserve the rights to use a third party for such Service.
- 26.11. Payments will be collected from the most recent details we have on file for you on your renewal date.
- 26.12. No complete card or bank details are accessible by Onsim.
- 26.13. We reserve the right to refuse any new customer:
- 26.13.1. Not willing to pay by debit card, credit card or direct debit.
- 26.13.2. Where our accounts team deems them not to be credit worthy.
- 26.13.3. Due to your conduct, such as abusive or threatening behaviour towards our staff.
- 26.13.4. Where a link can be made to a previous account where there is an outstanding debt.
- 26.14. If your monthly direct debit or card payment fails, we reserve the right to add a charge for payment failure/non-payment to your account for every month where the payment failure/non-payment occurs as per our non-standard charges guide.
- 26.15. You will be notified of any problems with your payments via email. Arrears and/or unwillingness to maintain payment may result in your lines being restricted or the immediate termination of your Services and the loss of any numbers we hold for you.
- 26.16. Non-payment of Services will result in the termination of your account, any numbers we hold for you will then be released and we will be unable to get these back for you. The full amount outstanding will then be passed onto a third party debt collection agency who will add the maximum statutory fees for late payments under the late commercial payments act.
- 26.17. All payments must be received in full, and the customer must cover the cost of any exchange rate or bank fees which may be incurred if paying via BACS.
- 26.18. Onsim reserves the right to perform a credit check on you with non-prior given notice, and to pass your credit history with Onsim on to other credit agencies or the County Court.
- 26.19. Onsim reserves the right to charge admin fees for any requests to change your service (for example your monthly billing date) or for any customisation of your service.
- 26.20. In the event that you wish to raise a complaint or dispute an invoice, you must contact one of our customer support team via email within 2 months from the date of the invoice. After such period, any undisputed invoices will be deemed correct.
- 26.21. Services will automatically renew each month and will only be cancelled if we receive a written instruction from you. Failure to use or access the Services provided does not constitute a cancellation. You are responsible for properly cancelling your Service in accordance with the cancellation policy outlined in this Agreement. Continued billing will occur until a formal cancellation request is received and confirmed.
- 26.22. Termination of your Services does not excuse you from paying all unpaid, accrued charges due.
- 26.23. If you receive a refund that you are not entitled to, you must pay it back immediately when we ask you to.
- 26.24. Cancellation of your direct debit does not constitute cancellation of your contract or services – if you wish to terminate your services with us you will need to do so as outlined in this Agreement.
- 26.25. Onsim reserves the right to charge reasonable fees for any audits requested or initiated by the customer. If the customer conducts or requests an audit of Onsim's systems, processes or records, the Customer agrees to bear all associated costs, including but not limited to administrative time, personnel involvement and any third-party fees incurred in connection with the audit. Onsim will determine the scope, timing and duration reasonably required to complete the audit based on the nature of the request. All audits must be scheduled in advance and will be conducted during normal business hours.
- 26.26. In the event that the Customer initiates a chargeback or payment dispute without first attempting to resolve the matter directly with Onsim, Onsim reserves the right to immediately terminate all associated services without notice. An administrative fee will also be applied to cover the cost of managing the dispute and this fee may be added to the total amount owed by the Customer. If the chargeback is found to be unsubstantiated by Onsim (fraud), the Customer remains liable for the original amount, any applicable late fees and the administrative fee. Onsim reserves the right to pursue legal action or debt recovery for any outstanding balances. Onsim also reserves the right to report any cases of such fraud to the police.
- 26.27. Direct debit is available to customers with ten or more active services. For accounts with fewer than ten services, acceptance of direct debit is at Onsim's sole discretion and may be approved or declined without obligation.
- 26.28. You must have an active payment method on your account to maintain services with Onsim. If your payment method is removed or cancelled and a new one is not set up, your services may be cancelled.
- 26.29. If your account is terminated due to non-payment and payment is received after termination, you may request to continue your services. Approval of this request is at Onsim's discretion and will take into account your account history with us along with your previous conduct. If approved, Onsim reserves the right to charge an administrative fee to rebuild your account, which must be paid before the account can be rebuilt and services resumed.

27. Complaints

- 27.1. We endeavour to ensure that all of our users are happy with the level of service they receive from us. However, despite our best efforts, our reliance on other networks means that occasionally Services have the potential to go wrong. We will always take customer complaints very seriously and aim to resolve them quickly, fairly and efficiently. If you have a complaint about our Service, please contact our customer support team via email in the first instance

(support@onsimuk). Please ensure that you include the word 'complaint' in the subject line of the email to ensure that this is passed onto the support team manager. Once this has been addressed, if you do not feel that your complaint has been resolved to your satisfaction, you should put your request in writing to: Customer Complaints, Onsim Ltd, 86-90 Paul Street, London, EC2A 4NE. If after this, you still feel that your complaint is unresolved, you can further escalate this by contacting the Communications Ombudsmen Service.

28. Warranties and Representations

28.1. Other than expressly set out in this Agreement to the greatest extent permitted by law, Onsim makes no representations or warranties with respect to the Services, or the performance of its obligations, hereunder, and expressly excludes such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.

28.2. In particular, but without prejudice to the generality, you acknowledge and accept that:

28.2.1. Onsim makes no warranty on time-up, response times, latency, means-time between failures, quality of Services, and/or quality of voice or text or data communications. Onsim expressly disclaim any warranty that the Services are appropriate for high-risk or other activities where failure of Services could result in serious harm to persons or property.

28.2.2. Interruptions or Errors. Onsim makes no warranty that the Services will meet Your Requirements, or that the Services will be uninterrupted, timely, secure, error free or that any defects in the Services will be corrected. Onsim is not responsible for messages or information lost or misdirected due to interruptions or fluctuations in the Service or the internet in general. Onsim is not responsible for the content or functionality of any third-party network used in connection with the Services.

28.2.3. Accuracy and Reliability. Onsim does not warrant the accuracy or reliability of the results obtained through use of the Services or any data or information downloaded or otherwise obtained or acquired through the use of the Services. You acknowledge that downloading, acquiring, obtaining, in any way, any data or information through the use of the Services is at Your sole and exclusive risk and discretion and Onsim will not be liable or responsible for any damage to You or Your property.

28.2.4. No other warranties. No advice or information, whether oral or written, obtained by You from Onsim, its employees, resellers, partners or affiliates, through or from the Services shall create any warranty not expressly stated in this Agreement.

28.2.5. No Guarantee of Security. Although reasonable effort is made to ensure that voice and text and data transmissions are secure, Onsim makes no guarantees of security.

28.2.6. Where Disclaimer Prohibited by Law. To the extent that Onsim cannot disclaim any warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such Law.

28.3. Onsim does not warrant that the Services will be available at any particular time or continuously; and

28.4. Onsim is not responsible for any loss of or disruption to the Services due to a failure of a carrier network or broadband provider.

28.5. You Warrant to us that:

28.5.1. You have the authority to enter into this Agreement; and

28.5.2. You will comply with any legal and regulatory requirements applicable to the Services provided under this Agreement.

29. Assignment

29.1. You may not transfer, assign, change or otherwise dispose of these Customer Terms or any of your rights or obligations arising hereunder, without our prior written consent.

29.2. We may transfer, assign, change, sub-contract or otherwise dispose of these Customer Terms, or any of our rights or obligations arising hereunder at any time.

30. Credit Limit & Financial Security

30.1. You acknowledge that Onsim may impose a credit limit on your account to restrict the total overage limit allowable at any one time. If the credit limit is breached, Onsim may suspend access to Services without prior notice.

30.2. Onsim shall have no obligation to provide access to the Communications network or provide the Services beyond the credit limit. Onsim may review the credit limit at any time and at its sole discretion. Onsim may, but shall not be obligated to raise or reduce the credit limit based upon periodic reviews of your account.

30.3. If the Customer exceeds their credit limit, Onsim reserves the right to immediately suspend any or all services without prior notice. Services will remain suspended until the outstanding balance is paid in full. The customer must make full payment of the overdue amount before any services are reinstated. Onsim is under no obligation to provide interim access or partial service restoration during the suspension period.