



This sets out the legal terms which apply to your eSIM service.

**Version 1** This Version applies to eSIM business customers including any travel eSIM from 1<sup>st</sup> October.

## Terms and conditions

- 1.1 These terms and conditions apply when you, acting for business, trade or professional purposes, buy an eSIM product from us. These terms and conditions do not apply to any other KCOM service.
- 1.2 Your contract comprises: (a) your Order Confirmation; (b) the Contract Summary; (c) these terms and conditions; (d) any document expressly incorporated into these terms and conditions, including our Acceptable Use Policy, Fair Use Policy and Privacy Notice; (e) the Price Manual.
- 1.3 If there is an inconsistency, the following order applies: your Order; the Contract Summary; the Order Confirmation; these terms and conditions; the Price Manual then any incorporated policy, except that nothing in those documents excludes or restricts a right you have under applicable law.
- 1.4 We may use third-party suppliers and mobile network operators to provide elements of the service, but your contract is with us. No third party may enforce these terms and conditions unless the law requires otherwise.
2. Who we are and how to contact us
  - 2.1 We are KCOM Group Limited, company number 02150618, whose registered office is at 37 Carr Lane, Hull HU1 3RE ("KCOM", "we", "us" or "our").
  - 2.2 You can contact us about an Order, activation or support using:
    - (a) **Telephone:**  
Customer Services: 0800 9155777 – option 5 (Monday to Friday 8:30am – 17:00pm)  
Technical Support: 0800 9155777 – option 2 (Monday – Sunday 24/7, 365 days a year)
    - (b) **Online chat:** <https://www.kcom.com/business/contact-us/>
    - (c) **Postal address:** 37 Carr Lane, Hull, HU1 3RE
  - 2.3 We may contact you using the email address, telephone number or other contact details provided by you when signing up for the service. You must keep those details accurate and check communications that we send about the service.

## 3. Key definitions

Words with special meanings (like "Services") are defined in this section 3. If there is anything that you are not sure about, we will be happy to explain. Please phone the Business Care Team or write to us.

**Acceptable Use Policy:** the eSIM acceptable use policy at [kcom.com/business/legal](https://www.kcom.com/business/legal).

**Activation:** the point at which you activate the Service following installation of the eSIM profile.

**Compatible Device:** an unlocked device that supports the relevant eSIM technology, bands, operating system and settings.

**Contract Summary:** the short pre-contractual summary of key contract information provided before your contract is concluded.

**eSIM:** the downloadable electronic SIM profile identified in your Order.

**Fair Use Policy:** the eSIM fair use policy at [kcom.com/business/legal](https://www.kcom.com/business/legal).

**Order:** means your order for Services submitted through the KCOM eSIM app or such other method made available to you by us.

**Order Confirmation:** the order confirmation sent to you which outlines details of the service, including price, contract length and key terms.

**Price Manual:** The price manual containing details of our services and charges, as updated from time to time, available at [kcom.com/business/legal](https://kcom.com/business/legal).

**Plan Period:** the one month period during which the allowance may be used, as set out in your Order.

**Service(s):** the provision of the eSIM, and the mobile connectivity and related functionality made available through the eSIM.

**Supplier Network:** the networks, platforms and systems used by us and our suppliers to provide the Service.

**Travel Data Add-On:** a roaming plan for data available outside the UK at your chosen destination for a defined period of time.

**Travel Data Add-On Length:** the period during which the Travel Data Add-On allowance may be used, as set out in your Order.

**Working Day:** Monday to Friday, excluding public holidays in England.

#### 4. Ordering and when your contract starts

- 4.1 We accept your Order once we receive your payment and we supply the Service to you.
- 4.2 We may reject an Order before acceptance if: the product is unavailable; we cannot authorise payment; we reasonably suspect fraud or misuse; you do not meet an eligibility requirement notified before ordering; the Service cannot lawfully be supplied; you have an unpaid balance on your account in respect of any other agreement for services you have entered into with us; you are declared bankrupt, insolvent or have an administrative receiver or similar person appointed to deal with your affairs; or there is an obvious pricing or description error.
- 4.3 Before you place an Order, you must check that the product details, Plan Period, Travel Data Add-On Length, device requirements, price and contact details are correct.
- 4.4 You must not resell, distribute, sublicense or commercially exploit the eSIM.
- 4.5 We recommend that you activate your eSIM without delay in order to minimise the likelihood of these terms and conditions changing between purchase and Activation.

#### 5. Device compatibility and installation

- 5.1 You are responsible for checking before purchase that your device is a Compatible Device.
- 5.2 You must follow the activation and installation instructions. You may need internet access to download the profile and may need to enable data roaming or change device settings.
- 5.3 A single eSIM profile can only be installed on one device at a time. If you delete the eSIM profile from your device, you may reinstall it on the same or on another compatible device.
- 5.4 Deleting your eSIM profile does not cancel your Plan or stop automatic renewal. You must cancel automatic renewal in the KCOM eSIM app or contact KCOM Support.
- 5.5 You are responsible for your device, its security, software, data and existing SIM/eSIM settings. Back up important information before changing settings.

#### 6. The Service

- 6.1 We will provide the Service with reasonable care and skill and in accordance with applicable law. The services you receive will be as described in the Price Manual.
- 6.2 The Service includes only the countries, networks, technologies, allowances and functionality expressly stated in your Order. Except where you purchase a Travel Data Add-On, the Service shall only be available in the UK and does not include roaming.

- 6.3 The Service includes unlimited minutes and unlimited texts to standard landlines and mobiles in the UK. It does not include non-standard rate numbers and services including: numbers starting with 08 (that are not freephone 080), 070 and 076, premium rate, short code, directory or subscription services; including 118 numbers and those starting with 09. You will not be able to make calls or texts to such numbers and services.
- 6.4 Coverage maps and speed indications are estimates, not guarantees. Actual availability, speed and quality depend on matters including but not limited to location, buildings, terrain, weather, network demand, network damage, device capability, radio conditions, maintenance and third-party networks.
- 6.5 The Service may not be available continuously. We and our suppliers may carry out maintenance, respond to security threats, manage congestion or deal with faults and events outside reasonable control.
- 6.6 The Services are not fault-free and are not available everywhere in the UK. Services are not available in the Channel Islands or Isle of Man.
7. Allowance, validity and expiry
- 7.1 The Plan Period (excluding any Travel Data Add-On) starts from the date of your purchase (i.e. the day of purchase counts as one full day, regardless of the time of the purchase, and is included in the monthly period).
- 7.2 The day of purchase is the “start date” of your Plan Period and it will renew at the same time on the same date every month. For example, if you made payment on the 12<sup>th</sup> at 09.00am, your tariff will renew on the 12<sup>th</sup> at 09.00am each month after that. If the next month does not contain the same calendar date as your Plan’s start date, your Plan will renew on the last day of that month. For example, if your Plan starts on 31 January, it will renew on 28 February.
- 7.3 Where you purchase a Travel Data Add-On, information on the Travel Data Add-On Length will be set out in the eSIM app and confirmed to you by email. This will be charged separately on your payment method and does not auto renew. Any Travel Data Add-On shall be valid until the earlier of: (a) the data has been used; and (b) the Travel Data Add-On Length expires.
- 7.4 Travel Data Add-On will be activated on landing in the chosen country. The Travel Data Add-On Length commences once the first 1 kb of data is used. Unused allowance does not roll over.
- 7.5 Usage is measured using the Supplier Network records.
- 7.6 We will make available a reasonable way for you to check remaining allowance and expiry information through the KCOM eSIM app. This information may not update instantly.
- 7.7 Where you purchase a Travel Data Add-On, the data bundle remains available to use for 6 months from the date of purchase.
8. Price and payment
- 8.1 The total price, excluding VAT (unless stated otherwise), will be shown before you place your Order, including in your Contract Summary, and confirmed in your Order Confirmation.
- 8.2 You must pay using an accepted payment method. We may use a payment service provider and may carry out proportionate fraud and payment checks.
- 8.3 If we make an obvious pricing error and have not accepted your Order, we may reject it. If we have accepted the Order, we will contact you and offer the choice of paying the correct price or cancelling for a full refund. We will not rely on this clause where it would be unfair to do so.
- 8.4 When the Plan Period ends, the Service will auto-renew for a further period of one month and each month thereafter until you cancel your Service. We will charge you automatically by using your same payment method as your initial payment until you choose to turn it off, your payment method is removed or we are unable to take payment.

8.5 We may increase our charges at any time. If we do, we will give you advance notice, and the new charges will apply to your next monthly charge. You do not have to renew your monthly contract if you do not wish to do so.

8.6 You can cancel your plan at any time by cancelling within the KCOM eSIM app or calling KCOM customer support and the Service will terminate at the end of your current month.

## 9. Cancellation

9.1 You are entering into this contract for business, trade or professional purposes. You do not have a cooling-off right to cancel the Service once your contract has started or the eSIM has been activated.

9.2 Travel Data Add-Ons are non-refundable and non-cancellable.

## 10. Faulty, misdescribed or unavailable service

10.1 We will provide the Service with reasonable care and skill and in accordance with the contract, including the Contract Summary, Order Confirmation and applicable law. To the fullest extent permitted by law, all implied terms, conditions and warranties are excluded except where they cannot lawfully be excluded.

10.2 If Activation fails or the Service is materially unavailable, you should contact KCOM support, who will assist you in resolving the issue.

10.3 We may ask you to follow reasonable troubleshooting steps and to provide information reasonably required to investigate the issue. Your remedy will be limited to re-performance, restoration of the Service, or refund, at our discretion.

10.4 Where the Service is materially unavailable due to our breach, we will use reasonable endeavours to restore or re-perform the affected Service within a reasonable time. No service level, service credit or other service remedy applies unless expressly stated in your Contract Summary, Order Confirmation or another document forming part of the contract.

## 11. Acceptable use

11.1 You must use, and ensure that your employees, workers, contractors, agents and other authorised users use, the Service lawfully and in accordance with these terms and conditions, our reasonable instructions and the Acceptable Use Policy and/or Fair Use Policy.

11.2 You are responsible for all use of the Service by your employees, workers, contractors, agents, account administrators and authorised users, whether or not that use was authorised by you, unless the use results from our breach, negligence or failure to provide the Service with reasonable care and skill.

11.3 You must ensure that any person who places an Order, manages the account, activates an eSIM or contacts us about the Service has authority to act on your behalf.

11.4 You must not use, or allow anyone to use, the Service:

- a) for fraud, deception or any unlawful purpose;
- b) to harm, threaten, harass or infringe the rights of another person;
- c) to send spam, malware or malicious traffic;
- d) to interfere with, probe, overload, bypass or compromise any network, system, security control or usage restriction;
- e) to alter, clone, copy, reverse engineer, extract or redistribute an eSIM profile or credentials except where law expressly permits;
- f) for permanent roaming, machine-to-machine usage, reselling, traffic pumping or high-volume automated use;
- g) in a way that creates a material risk to the Supplier Network or other users;
- h) in 5G routers, machine-to-machine devices, or IoT hardware.

11.5 Any traffic-management measure we apply will be transparent, proportionate, non-discriminatory and consistent with applicable law and published information.

11.6 You must not ask for or take any payment for letting someone else make inclusive calls using your Service. Where we consider that you are in breach of this paragraph, we reserve the right to suspend or terminate your Service.

11.7 You must comply with the Fair Usage Policy and the Acceptable Use Policy.

## 12. Security and responsibility for the eSIM

12.1 You must, and must ensure that your authorised users, treat the QR code, activation code, credentials and eSIM profile as confidential, keep each device protected, and tell us promptly if you believe they have been lost, copied, compromised or used without permission. You are responsible for managing eSIM allocation, device security, user access and disabling or recovering eSIMs when authorised users leave your organisation or no longer require access.

12.2 You are responsible for all charges, losses and liabilities arising from use of the eSIM where that use results from your failure or an authorised user's failure to take reasonable security precautions, except to the extent caused by our breach, negligence or failure to provide the Service with reasonable care and skill.

12.3 We may require identity or security checks before issuing or reissuing an eSIM, changing account details or discussing an Order.

## 13. Suspension and restrictions

13.1 We may suspend or restrict all or part of the Service where reasonably necessary:

- a) to protect security or network integrity;
- b) to prevent suspected fraud or unlawful use;
- c) to comply with law or a binding direction;
- d) to carry out maintenance;
- e) in an emergency;
- f) where you fail to comply with our Acceptable Use Policy and/or Fair Use Policy;
- g) prevent material harm to us, our suppliers, other users or third parties; or
- h) to respond to any other material breach.

Where applicable, if we do suspend any Services we provide to you, we will not provide them again until you do everything that you agreed to do in your agreement with us or we are satisfied that you will not repeat any similar breach of the conditions in the future.

13.2 Where reasonably practicable and lawful, we will give advance notice, explain the reason and tell you what you can do. If advance notice is not practicable, we will provide information afterwards unless prohibited.

13.3 Measures will be proportionate and will last no longer than reasonably necessary. We will restore the Service promptly when the reason ends.

## 14. Changes to the Service or these terms and conditions

14.1 We can make changes to the Service at any time.

14.2 We will announce any changes to our charges, Service or these terms and conditions through one or more of the following means:

- a) we may send notice to you by email, if you have registered an email address with us; or
- b) we may send notice to you by post.

We may also publish details on our website or include details of changes on your bill, and you will also be able to get details of any changes to our charges by calling Customer Services.

14.3 We will always try and give you notice of changes at least 30 days before the changes take place.

14.4 Unless the changes we make to our terms and conditions (including our charges) are either: (a) exclusively for your benefit; or (b) are of a purely administrative nature and have no negative effect on you, or (c) are directly imposed by law; or (d) we have a legal or regulatory obligation to pass on cost increases, you will be able to cancel your agreement. You can cancel your agreement by contacting us in one of the ways described in Section 2 or in the KCOM eSIM app. You will only be able to cancel your agreement in this way during the 30 day period after we announce the relevant change. We will explain the change, when it takes effect and any right to cancel without additional charge.

14.5 We may make a change at any time where reasonably necessary for security, legal or regulatory compliance, to reflect a technical change, or to improve the Service. You understand that it may not always be possible to give you advance notice.

## 15. Ending the contract

15.1 You may end your contract in the KCOM eSIM app, or by contacting us.

15.2 We may end your contract if you commit a serious breach that cannot be remedied, or if you fail to remedy another material breach within a reasonable period after notice. We may also end it where we must cease the Service for legal, regulatory, security or upstream service reasons.

15.3 If we end your contract for a reason other than your material breach, and you have prepaid for an unused part of the Service, we will provide the refund or alternative remedy required by law and, where appropriate, a fair pro-rata refund for the affected unused Plan Period.

15.4 Your eSIM will be disconnected unless you use the Service at least once every six months from the date of purchase. Following the later of: (1) assignment of the eSIM to you; (2) the last top-up; or (3) last date of use, you shall continue to receive incoming calls and SMS only for a period of not less than 6 months. Following this, the eSIM may stop working and the profile may need to be deleted from your device.

## 16. Our responsibility to you

16.1 Subject to clause 16.2, our total liability to you arising out of or in connection with the contract, whether in contract, tort, negligence, breach of statutory duty or otherwise will not exceed £500.

16.2 We do not exclude or limit liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or breach of rights that cannot lawfully be limited.

16.3 Subject to clause 16.2, we are not liable for:

- (a) loss of profit, revenue, business, contracts, anticipated savings, goodwill, reputation, opportunity, wasted expenditure, loss or corruption of data, or business interruption;
- (b) indirect, special or consequential loss or damage;
- (c) loss caused by an incompatible or locked device, your systems, software or configuration, your failure or an authorised user's failure to follow reasonable instructions, third-party networks, content, apps or services, or an event outside our reasonable control.

16.4 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.

16.5 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.

16.6 Your dealings with, and interest in, promotions, services, or merchants found by using the internet via the Service 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.

16.7 The exclusions and limitations in this clause 16 apply to the fullest extent permitted by law.

## 17. Events outside reasonable control

- 17.1 We are not liable for delay or failure caused by an event outside our reasonable control. We will take reasonable steps to reduce the effect, keep you informed where the impact is material, and resume performance as soon as reasonably possible.
- 17.2 If the event materially prevents the Service for a prolonged period during the Plan Period, you may contact us to discuss an appropriate remedy. Any statutory or regulatory right to cancel or obtain compensation is unaffected.

## 18. Privacy and communications

- 18.1 We process personal data relating to you, your business contacts, account administrators and authorised users to take and administer Orders, provide and secure the Service, support customers, prevent fraud, comply with law, bill and take payment, and improve our services, as explained in our Privacy Notice: [kcom.com/privacy-notice/](https://kcom.com/privacy-notice/).
- 18.2 You must keep your business contact, billing, account administrator and authorised user details accurate and up to date. You are responsible for ensuring that relevant people within your organisation receive and review communications we send about the Service.
- 18.3 You must ensure that you have the right to provide us with any personal data relating to your employees, workers, contractors, account administrators and authorised users, and that you give them appropriate privacy information about our processing.
- 18.4 We may share information with our service providers, relevant mobile network operators, platform providers, payment providers, support providers, fraud-prevention bodies and authorities where necessary and lawful. Personal data may be transferred outside the United Kingdom where permitted by applicable data protection law and protected by appropriate safeguards.
- 18.5 Service messages are not marketing and may include activation, security, allowance, expiry, fault, change and regulatory notices. Marketing will be sent only in accordance with your choices and applicable law.
- 18.6 If you take other services from KCOM, you may appoint account administrators or authorised contacts to manage your account and deal with us on your behalf. You are responsible for ensuring that each authorised contact has appropriate authority and for removing or updating access when that authority changes. We may rely on instructions from an authorised contact unless we reasonably suspect fraud, misuse or lack of authority.

## 19. Complaints

- 19.1 If you are dissatisfied, contact us using the methods set out in clause 2. We will handle your complaint under our Complaints Code of Practice, see [kcom.com/business/legal](https://kcom.com/business/legal).
- 19.2 Where you are eligible to use the Communications Ombudsman Service, you may ask the Ombudsman to carry out an independent review and adjudicate on the matter if we cannot resolve your complaint. Eligibility and details of how to apply are set out in our Complaints Code of Practice, which is available on our website.

## 20. Other important terms

- 20.1 We may assign, transfer, novate, subcontract or deal in any other way with our rights and obligations under the contract to any group company, supplier, funder, purchaser of our business or other organisation, provided this does not materially reduce your rights under the contract.
- 20.2 You may not assign, transfer, novate, subcontract or otherwise deal with any of your rights or obligations under the contract without our prior written consent, except where applicable law permits otherwise.
- 20.3 If a court or authority finds part of these terms and conditions unlawful, the rest will continue. Delay in enforcing a right does not waive it.

20.4 Clauses intended by their nature to continue, including accrued rights, data protection, liability and governing law, will continue.

20.5 Only you and we are parties to this contract. No other person has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term, except that our group companies and suppliers may enforce any term intended to benefit them.

21. Law and courts

21.1 This contract and any dispute or claim arising out of or in connection with it, including any non-contractual dispute or claim, is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.