
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use *BestMobileDeal* (“**Our Web App**”). Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Web App immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| “Account” | Means an account required to access and use Our Web App, as detailed in Clause 4; |
| “Content” | means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Web App; |
| Mobile Device | means a mobile telephone, tablet or other electronic device that has access to the Internet |
| Our Web App | The <i>BestMobileDeal</i> app; |
| “User/You” | means a user of Our Web App; |
| “We/Us/Our” | means Best Mobile Deal Limited , a limited company registered in England under company number 10795314, whose registered address is 1 King William Street, London, EC4N 7AR |

2. Information About Us

2.1 Our Web App is owned and operated by Best Mobile Deal Limited, a limited company registered in England under company number 10795314, whose registered address is 1 King William Street, London, EC4N 7AR

3. Access to Our Web App

3.1 Access to Our Web App is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Web App.

3.3 We may from time to time make changes to Our Web App. These changes may consist of

3.3.1 Changes to the functionality of Our Web App.

3.3.2 Changes to fix an error or to address a security issue.

- 3.3.3 Changes to reflect changes in the law or other regulatory requirements.
- 3.4 These changes will be implemented by updates to Our Web App which will be made available to Users to be downloaded.
- 3.5 You are required to use the latest version of Our Web App (see also Clause 15).
- 3.6 We will always aim to ensure that Our Web App is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to Our Web App and if so, We shall notify Users in advance.

4. Opening and Closing of Accounts

- 4.1 An Account is required to use Our Web App.
- 4.2 Users may not create an Account if they are under 16 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that You choose a strong password for your Account. It is a User's responsibility to keep his or her password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
- 4.6 If you wish to close your Account, you may do so at any time by notifying Us at any time.
- 4.7 We may decide to close your Account for any reason. If so, We shall give you 1 month's notice of the same and close your Account and after the expiry of that notice, you shall no longer be able or entitled to use Our Web App.

5. Our Intellectual Property Rights and Licence

- 5.1 We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our Web App for the following purposes:-
 - a) to allow Users to monitor the data usage of your Mobile Device;
 - b) alert Users when their Mobile Device is using too much data
 - c) based on the data usage of the Users, show them the best deals for mobile telephones and mobile telephone networks.
 - d) other purposes as notified by Us to Users
- 5.2 By accepting these Terms and Conditions, you hereby undertake:
 - 5.2.1 Not to disassemble, decompile or otherwise reverse engineer Our Web App;
 - 5.2.2 Not to allow or facilitate any use of Our Web App that would constitute a breach of these Terms and Conditions; and
 - 5.2.3 Not to embed or otherwise distribute Our Web App on any website, ftp server or similar.

6. Acceptable Usage Policy

- 6.1 You may only use Our Web App in a manner that is lawful and that complies with the provisions of this Clause 6. Specifically:
 - 6.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
 - 6.1.2 You must not use Our Web App in any way, or for any purpose, that is unlawful or fraudulent;
 - 6.1.3 You must not use Our Web App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
 - 6.1.4 You must not use Our Web App in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 6.2 We reserve the right to suspend or terminate your Account and/or your access to Our Web App if you materially breach the provisions of this clause or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
 - 6.2.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Web App;
 - 6.2.2 Issue you with a written warning;
 - 6.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 6.2.4 Take further legal action against you as appropriate;
 - 6.2.5 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - 6.2.6 Any other actions which We deem reasonably appropriate (and lawful).
- 6.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

7. Advertising

- 7.1 We may feature advertising within Our Web App.
- 7.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 7.3 We are not responsible for the content of any advertising in Our Web App. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in Our Web App including, but not limited to, any errors, inaccuracies, or omissions.

8. Disclaimers

- 8.1 No part of Our Web App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only.
- 8.2 Subject to any legal rights you may have as a consumer, insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Web App will meet your requirements, that it will be fit for a particular purpose, that it will

be compatible with all software and hardware, or that it will be secure.

9. Our Liability

- 9.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill but not otherwise.
- 9.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any loss (foreseeable or otherwise) in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Web App or the use of or reliance upon any Content included in Our Web App.
- 9.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Web App.
- 9.4 Without prejudice to Clause 9.1 and 9.2, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 9.5 We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Web App (including the downloading of any Content from it) or from any other website We may provide a link to.
- 9.6 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

10. Viruses, Malware and Security

- 10.1 We exercise all reasonable skill and care to ensure that Our Web App is secure and free from viruses and other malware. We do not, however, guarantee that Our Web App is secure or free from viruses or other malware and accept no liability in respect of the same.
- 10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Web App.
- 10.4 You must not attempt to gain unauthorised access to any part of Our Web App, the server on which Our Web App is stored, or any other server, computer, or database connected to Our Web App.
- 10.5 You must not attack Our Web App by means of a denial of service attack, a distributed denial of service attack, or by any other means.

11. Privacy and Cookies

The Use of Our Web App is also governed by Our Data Protection and Privacy Policy, available from www.bestmobiledeal.com. This policy is incorporated into these Terms and Conditions by this reference.

12. Use of Your Data and Data Protection and Privacy Policy.

Registration and use of Our Web App by Users will give create two types of data

(i) Anonymous data showing which apps are used by Users, the nature and extent of use of those apps (e.g. when, how much, where those apps are accessed) but without reference to a User so as to permit identification of the identity of that User (“**Anonymous Data**”).

Anonymous Data will be transmitted by Our Web App to Us when you use Our Web App. We shall own all intellectual property rights in the Anonymous Data and may license that to third parties as We see fit to do so.

(ii) Personal data relating to Users (eg the names of Users, their email addresses and other contact details, their general (but not specific location) and the nature and extent of usage of apps by an identified User (“**Personal Data**”).

We shall not use your Personal Data by Us save in a manner set out in our Data Protection and Privacy Policy which is available at www.bestmobiledeal.com.

13. Communications from Us

13.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Our Web App, and changes to your Account.

13.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 5 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

14. Other Important Terms

14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. Changes to these Terms and Conditions

- 15.1 We will not change these Terms and Conditions save that we reserve the right to require you to agree to our latest terms and conditions when releasing a new version of Our Web App. If We decide to change the Terms and Conditions for a new version of Our Web App, You may
- a) accept those terms and conditions and download the new version of Our Web App
 - b) decline to accept those terms and conditions and in which case, You shall not be entitled to use Our Web App and your Account will be closed (see Clause 3.5 – requirement to use latest version of Our Web App).
- 15.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

16. Contacting Us

To contact us, please email us at support@bestmobiledeal.com

17. Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales
- 17.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 17.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.