

COVE MOBILE - TERMS AND CONDITIONS

The following Terms and Conditions apply from the last updated date: *9th December, 2024*.

The glossary, found at the end of these Terms and Conditions, lists some useful definitions used within these Terms and Conditions.

TERMS AND CONDITIONS

1. These Legal Terms constitute a legally binding Agreement concerning your access to and use of the Services. The parties to this Agreement are:
 - a. shaka Telecommunications Ltd doing business as cove and its affiliates who supply the Products and Services to the Customer. In this Agreement, 'Company', 'we', 'us' and 'our' shall refer to shaka Telecommunications Ltd and its affiliates.
 - i. We operate the website *www.cove-mobile.com* (the 'Site') as well as any other related products and services that refer or link to this Agreement (collectively, the 'Services').
 - ii. shaka Telecommunications Ltd is a company registered in England, company number 14810121.
 - b. You, the 'Customer'. A Customer includes any person who we reasonably assume is acting with your authority. In this Agreement, 'you' and 'your' shall refer to you as our Customer.
 - i. You are the person who orders and uses our Mobile Products and/or Services.
2. Our agreement is made up of several documents. If there is a conflict between any of the terms set out in these documents, the term in the document which is highest in the list (with a. being the highest) shall take priority. The current valid and binding version of the Agreement consists of:
 - a. These Terms and Conditions;
 - b. Any other terms relating to special offers or promotions;
3. By ordering an (e)SIM and activating the Service, you confirm that you have read, understood, and agreed to these Terms and Conditions and any future updates.
 - a. We reserve the right to modify these Terms at our sole discretion. It is your responsibility to review these Terms periodically.
 - b. We will notify you of changes by updating the 'Last updated' date. Continued use of the Service after changes are posted indicates your acceptance of the revised Terms.
4. We are subject to regulation in the following areas:
 - a. For the provision of our communications services within the United Kingdom - the Office of Communications (Ofcom) (<https://www.ofcom.org.uk>);

- b. For keeping your personal information confidential and processing it fairly - the Information Commissioner (<https://ico.org.uk>);
 - c. For all disputes which cannot be directly resolved between you and us - the Communications Ombudsman (<https://www.commsombudsman.org>)
5. All users who are minors (under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.
6. Our Products and Services are offered on an 'as is' basis without express or implied warranties. We will provide access to our Service with the quality expected from a competent mobile telecommunications service provider exercising reasonable skill and care.
 - a. The Service is not fault-free and may be impaired by conditions beyond our control, such as geographic, atmospheric, and Network traffic issues.
 - b. The Service is subject to Network coverage and may not be available in all parts of the United Kingdom, or other countries.
 - c. The Network may require upgrades, maintenance, or other work, potentially causing partial or complete Service interruptions.
7. We will open an account for you, providing an (e)SIM and mobile number.
 - a. Each (e)SIM remains our property and is licensed to you to access our Service per this agreement.
 - b. We may recall the (e)SIM(s) for upgrades, modifications, misuse, or upon Agreement termination.
8. Upon accessing our Services, you agree to the following:
 - a. Calls can be made up to a maximum duration of 9 hours.
 - b. Calls or texts to premium rate numbers, directory services, and non-geographic numbers are not included in any Plans.
 - i. Other Premium Services such as premium SMS, premium voice, short codes, and carrier billing are not available with us.
 - c. All use of our services is subject to our Fair Usage Terms. Breach of these terms may result in suspension or termination of service access.
9. You can make free emergency calls by dialling 999 from your phone. For emergency calls using our WiFi Calling service, please note that:
 - a. Emergency calls may be interrupted or fail during power cuts or internet outages.
 - b. Location information is not automatically shared with emergency services.
10. We may adjust or withdraw certain services due to technological, legal, or operational changes. Where materially adverse changes occur, you may terminate the agreement after receiving advance notice.
11. We reserve the right to, at our discretion and using reasonable skill and care, terminate, suspend, or restrict any part of the Service to you, such as if your usage exceeds what is reasonably expected for personal, non-commercial use.
12. You must treat all security information, such as passwords, as confidential and store them safely.

- a. If you suspect unauthorised access to your account, you should immediately change your PIN or password.
 - b. You must cooperate with our reasonable instructions to ensure the security of your account, including updating your device settings regularly.
13. As the (e)SIM remains our property, you must keep it safe and secure. Notify us as soon as possible if your handset or (e)SIM is compromised or likely to be used unauthorisedly.
 - a. We are not obligated to refund any data, text, or call usage on your Account until you have notified us.
14. By using the Services, you represent and warrant that all registration information you provide is true, accurate, current, and complete. You are required to promptly update any changes to your personal details when required.
 - a. Ensure the accuracy of your personal and account details. Failure to provide truthful and current information may lead to suspension or termination of services.
15. You may only use Our Services as follows for your own private, personal, and non-commercial purposes. As our Customer, you agree to:
 - a. Take full responsibility for the content of your Service use.
 - b. Use all content at your own risk.
 - c. Not use our Services, nor allow others to use them, for improper, unlawful, offensive, or fraudulent purposes.
16. All unanswered incoming calls, or calls received when your product is busy, switched off, or out of coverage, will be automatically diverted to our voicemail if activated. This functionality cannot be changed.
17. All our Plans, including Unlimited Data Plans, are subject to our Fair Usage Terms, detailed here:
 - a. Our plans are for personal, non-commercial use only. They should not serve as a long-term substitute for home broadband.
 - b. We define 'Fair Usage' to be:
 - i. Below 4000 Minutes of voice calls and below 2000 SMS sent per month.
 - ii. Below 650GBs of Data usage per month.
 - iii. Less than 7 days of Roaming Data usage per month whilst roaming in the EU zone, excluding Roaming Data from within a bolt-on.
 - c. If we determine that your use of our Services breaches these Terms and Conditions or exceeds what is reasonably expected for personal, non-commercial use, we may terminate, suspend, or restrict your Service at our discretion.
18. Current and binding Charges are published on our website and we may amend Charges from time to time, including introducing fees for previously free services.
 - a. If we significantly increase Charges for the services you use, we will notify you by email and/or text as required by law.
 - b. Continuing to use the Services after a Charge adjustment signifies your acceptance of the new Charges.
19. Payment for your Plan is made upfront each month. You must register a payment method for automatic monthly renewals. In exchange for your payment, we provide the applicable Service.

- a. You agree to provide current, complete, and accurate purchase and account information for all transactions, and ensure your payment account has sufficient funds to cover Charges.
 - b. We are not liable for any loss resulting from delayed or incorrect Plan payment, or for additional charges imposed by your bank or card issuer.
20. Your subscription will automatically renew unless cancelled. You consent to recurring charges to your payment method without needing prior approval for each charge. The billing cycle is monthly.
 - a. You can cancel your subscription at any time by logging into your account. Cancellation will take effect at the end of the current paid term.
 - b. Your renewal cycle starts when you begin using your (e)SIM, with payment due on the first day each month ('Renewal Date'). Your first month will be prorated to adjust for the possible shorter duration.
 - c. If not paid in time, Services may be suspended.
21. Bolt-ons are automatically activated on your account and remain valid as long as your account is active.
 - a. Check your dashboard for the expiry details of other available Bolt-ons, such as those lasting for a specific number of days.
 - b. The duration of Bolt-ons will always be clearly indicated in your dashboard.
22. Your (e)SIM will be disconnected after 6 months of inactivity and you will lose any remaining Plan balance. We recycle numbers and cannot reconnect a disconnected and recycled number.
23. We can terminate this agreement by giving you at least 30 days' notice. The agreement will end after the 30-day notice period or a later specified date. We may also terminate this agreement immediately if:
 - a. We have grounds to believe that you are not complying with these Terms and Conditions, or;
 - b. Your communications or actions towards Customer Support, retailers, agents, or your use of our service jeopardise network operation or are unacceptable, or;
 - c. In the event of your death.
24. If you are not satisfied with any part of the Services and/or Products your sole remedy is to discontinue using the Services.
 - a. You may terminate this agreement by cancelling your subscription at any time. You are entitled to continue using our services, remaining subject to our current Terms and Conditions, until the end of your subscription period.
 - b. You can request a PAC or STAC code at any time, which will immediately end your subscription.
 - c. Restarting your subscription signifies acceptance of our current Terms and Conditions.
25. Our Privacy Policy details how we collect, use, and share your data, including for fraud prevention and account management. View the latest policy on our website.
 - a. We comply with this policy and UK data protection laws when using your personal information.

26. If you're unhappy with any aspect of our service, you may submit a written complaint by contacting our Customer Service.
 - a. We will investigate any complaint following our customer complaints code and contact you with the results.
 - b. If you are dissatisfied with our final response, you may escalate the dispute to the Communications Ombudsman. Details can be found at <https://www.commsombudsman.org>
27. We own or licence all intellectual property rights in our Services, including source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics (collectively, the 'Content'), trademarks, service marks, and logos (the 'Marks'). All rights, including copyright, belong to us or our licensed sources, such as content providers. We reserve all rights.
 - a. Our Content and Marks are protected by UK and international copyright, trademark, and other intellectual property laws.
 - b. The 'cove' branding, including all related images, logos, and names, are proprietary marks of our group of companies. We reserve all rights.
 - c. All names, trademarks, copyright, brands, and logos belong to or are licensed to us and remain with us at all times, along with any related goodwill.
 - d. The Content and Marks are provided 'AS IS' for your personal, non-commercial use only.
 - i. We grant you a revocable, non-transferable, and non-exclusive right to use the IP related to the Products and Services for their proper use, strictly in accordance with the Agreement. We and our licensors fully retain all corresponding IP rights. If you infringe third-party IP rights and we are held liable, you must indemnify us in full against any such claims.
28. Nothing in this agreement limits our liability for fraud, death, or personal injury caused by our negligence, or any liability that cannot be limited or excluded by law. If you are a consumer, this agreement does not affect your statutory rights. For more information on these rights, contact your local Trading Standards Department or Citizens Advice Bureau.
29. All our obligations to you regarding our service are outlined in this agreement. We have no liability to you beyond exercising the reasonable care and skill of a competent mobile telecommunications provider or retailer.
 - a. Subject to term 29, our total liability under this agreement shall not exceed £100 in all circumstances.
 - b. We are not liable for delays, interruptions, or failures to provide Services due to circumstances beyond our reasonable control, including Network failure, third-party issues, service suspensions for repairs, maintenance, or updates, lawful authority requirements, or measures to protect you from possible harm.
30. Your information is handled according to our Privacy Policy, UK data protection laws and in compliance with European Union General Data Protection Regulation (GDPR). You can find the latest Privacy Policy on our website.

31. This Terms and Conditions operates in addition to any other statutory rights you may have as a consumer. These Terms and Conditions, along with the supply of Products and Services, are governed by the laws of England and Wales.
 - a. The courts of England and Wales have exclusive jurisdiction over any disputes, unless we seek a court order or injunction against you in another jurisdiction.
 - b. If you live in Scotland, this agreement will be governed by Scottish law. All legal actions related to this agreement must be brought in a UK court.
32. If any term in this agreement is invalid or unenforceable, the remaining terms will not be affected. We may replace any invalid item with a similar, legally effective term.
 - a. Each sub-clause operates separately. If a court finds any part unreasonable or inapplicable, the other parts will still apply.
33. We may transfer this Agreement to another communications provider or capable person at any time without notice to you.
 - a. We can assign or transfer our rights and obligations under the agreement to a party who agrees to uphold them, ensuring your rights and guarantees remain unaffected. No other person, except our assignee(s), may benefit from this agreement.
34. If you or we delay or fail to enforce our rights under this agreement, it does not prevent us from taking action later.
 - a. No failure or delay by us in exercising any right, power, or privilege under this Agreement operates as a waiver, unless agreed in writing and signed by us.
 - b. No term of this Agreement is enforceable by a third party who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

CONTACT US

If you need to contact our Customer Service please visit help.cove-mobile.com and use the web chat.

GLOSSARY

In these Terms and Conditions:

'Account' means your Mobile account which records details of your Service usage, from time to time;

'Affiliates' means members or companies who have officially joined or become attached to shaka Telecommunications Ltd;

'AIT' means Artificially Inflated Traffic;

'Charges' means all the prices associated with the Service as described on shaka Telecommunications Ltd;

'Content' means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service;

'Device' means any authorised device that is able to make and receive GSM voice and text calls;

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

'Intellectual Property Rights' means:

- (i) any (and any rights subsisting in any) patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights, know-how and confidential information;
- (ii) all other intellectual property rights and (e)SIMilar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and
- (iii) applications, extensions and renewals in relation to any such rights;

'Member' means a user of the Service;

'Network' means the cellular telecommunication system run by Hutchison 3G UK Limited;

'Number Porting' means moving your telephone number from an old (e)SIM to a new (e)SIM;

'PAC' means Porting Authorisation Code;

'Plan' means a certain Service allowance for use in conjunction with a (e)SIM and a mobile phone device as may change from time to time and as described on our website;

'(e)SIM Activation' means the process of inserting a physical (e)SIM or installing an e(e)SIM on your Device and the Device connecting to the Network;

'(e)SIM' means the Subscriber Identification Module made available to you by us and linked to a unique telephone number programmed to allow a mobile device to access the Service. This could be:

- (i) a physical card which you put into your device (if supported) ('physical SIM Card'); or
- (ii) an electronic version / emulation which gets downloaded onto your device (if supported) ('eSIM');

'Terms and Conditions' means these terms and conditions;