

Terms and Conditions

Genius Telecoms Ltd. - Powered by EE

SIM Service

Version 1.0

1st September 2022

At Genius Telecoms Ltd. - Powered by EE, our aim is to help you discover the pinnacles of your enter-prise with the UK's fastest 5G network. We are connecting people and enterprises so as to keep everyone on par with the fast-pacing world. Hence, we offer the first 30 days for free. After the first 30 days free, you can make use of the best benefits, which include discounts like Tastecard, and much more.

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The UK's Fastest 5G Network Provider

Genius Telecoms Ltd

Integer Millennium House Bre Innovation Campus, Bucknalls Lane,
Watford, Hertfordshire, United Kingdom, WD25 9XX

Company Registration No. 14444787



 **0333 188 1118**

customerservice@geniustelecoms.co.uk

[geniustelecoms.co.uk](https://www.geniustelecoms.co.uk)

1. Glossary and Abbreviations

“Account” means your Genius Telecoms Ltd. - Powered by EE account(s) for the purchase and usage of the Genius Telecoms Ltd. - Powered by EE SIM Service allocated to you.

“Additional Charges” means any additional, optional, supplemental, or extra service which you choose to use which are not part of your Plan, including but not limited bolt-Ons, Premium Services, international services, services You use while roaming abroad or directory enquiry services.

“Age Restricted Services” are services that can only be used by customers above the age of 18. E.g., Premium services and adult content.

“Agreement” means these Standard SIM Terms and Conditions including but limited to the Privacy Policy and the Price Guide on our website www.geniustelecoms.co.uk , each as currently in effect.

“APN” stands for Access Point Name.

“Bolt-On” is the term used for adding supplementary/value added products to your SIM Services.

“Charges” mean all fees, rates, charges including but not limited to surcharges for access to, and use of, our service as set out in the Price Guide www.geniustelecoms.co.uk .These may cover your fixed periodic charges, including your Monthly Charge, usage charges, account administration fees, fees for Connection and reconnection and any costs incurred in collecting outstanding payments from you.

“Communications Data” information about the routing of service, calls and messages you make and receive, the date, time, duration and cost of these, and information about the identity of your device and SIM.

“Content” means information, images and sounds, communications, software or any other material contained or made available through the Services.

“Cooling off period” means a period of time, i.e. 14 days from the purchase of our services, when you can choose to cancel the services, if you are not happy with our services.

“Customer”, “You” or “Your” means a person who purchases and/or uses the Genius Telecoms Ltd. - Powered by EE SIM Services.


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“Customer Portal” means the Genius Telecoms Ltd. – Powered by EE Customer Portal where the customer can access their account related information and can make changes to the services that are provided <https://www.geniustelecoms.co.uk/Signin>

“Customer Service” means the Customer Service Department dedicated to the Genius Telecoms Ltd. – Powered by EE SIM Service. You can call Customer Service by dialing 03331881118, alternatively you can dial the Customer service number pre-saved in your Genius Telecoms Ltd. – Powered by EE Sim card or 01923967390 when calling from abroad. You can also contact Customer Service on the Customer Portal/ (www.geniustelecoms.co.uk) / email id- stomerservice@geniustelecoms.co.uk

“Data Roaming” means at any time your phone connects to the Internet on any network other than your home network.

“Effective Date” means the date you sign up with us and agree to these terms and conditions.

“Fair Usage Policies” means our fair usage policy from time to time, which can be accessed at https://www.geniustelecoms.co.uk/doc_assets/PersonalFairUsage.pdf

“First 30 days free period” means if you decide to claim the benefit of a first 30 days for free period, you will get the tariff price for the first 30 days and the last 30 days of your contract for free in case applicable to your tariff.

“Genius Benefits” means the products and services that Genius Telecoms Ltd. – Powered by EE sells along with its own services by partnering up with different suppliers.

“Genius Telecoms Ltd. – Powered by EE services” means the services you sign up with us for under this contract.

“ICCID” stands for Integrated Circuit Card Identifier. (a unique number for your sim card which is printed on the back of your sim card)

“IMEI” stands for International SIM Equipment Identity.

“IMSI” stands for International SIM Subscriber Identity.

“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 Similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and (iii) applications, extensions and renewals in relation to any such rights.


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“Location Data” data indicating the geographical location of your device when using our service or when your device is switched on.

“Linked Agreement” means another agreement with us that is linked to this agreement in a way defined as a bundle in OFCOM’s General Conditions of Entitlement effective from 17th June 2022.

“Messaging Service” any email, fax and voicemail Service, text (SMS) and multimedia messaging Service (MMS), personal information management and other message or communication facilities which let you communicate with others.

“MSISDN” stands for SIM Station Integrated Services Digital Network (Mobile Number).

“Network” means a radio network distributed over land areas called cells, each served by at least one fixed-location transceiver, known as a cell site or base station.

“Order Date” means the date that your order is accepted, and we agree to provide the Genius Telecoms Ltd. - Powered by EE SIM Service to you.

“Other Legal Terms” means the relevant additional terms and conditions which apply to our Services including any promotional offers relating to our Services, as published by us on our website as updated by us from time to time, or on any other marketing or point of sale materials either we or any third-party retailer may use to promote our Services.

“PAC” stands for Porting Authorisation Code (this is required to Port your number from one provider to another).

“Mobile Phone” A device that can make and receive GSM voice and text calls.

“PIN” means your Personal Identification Number.

“Premium Services” means a premium messaging service where you pay once, for example, to enter a competition or vote, purchase content such as ringtones, or access online games.

“Price Guide” means Genius Telecoms Ltd. - Powered by EE current price list, outlining the current Plans, Charges and related details. which is available at www.geniustelecoms.co.uk

“Privacy Policy” means Genius Telecoms Ltd. - Powered by EE current policy on the collection, storage and processing of personal data, which is available at https://www.geniustelecoms.co.uk/doc_assets/PersonalFairUsage.pdf

“PUK” means Your PIN Unblocking Key used to unblock your SIM card.


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“Roaming” means You can make and receive calls and SMS and send and receive data while outside the UK/EU.

“Roam Like at Home” means You can use your Genius Telecoms Ltd. - Powered by EE SIM Service outside of UK within the European Union at no additional cost until You reach the limits of Your chosen subscription. The countries included within EU are Aland Islands, Austria, Belgium, Bulgaria, Canary Islands, Ceuta, Ceutaand Melilla, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Lithuania, Luxembourg, Malta, Martinique, Mayotte, Melilla, Monaco, Netherlands, Norway, Poland, Portugal, Réunion, Romania, Saint Martin, San Marino, Sint Maarten, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City, Liechtenstein, Saint Barthélemy.

“SIM Activation” means the process allowing a Communications Provider, to whom a Subscriber is moving for the supply of Mobile Communications Services, to verify the identity of that Subscriber.

“SimNetwork” means when a SIM card that stores identification information pinpoints a smartphone to a specific mobile network, in this case it pinpoints to our mobile network.

“STAC” stands for Services Termination Authorisation Code. You will need this code if you wish to terminate your services with us.

“We”, “us”, “I Am Genius Ltd”, “I Am Genius”, “Genius Telecoms Ltd.” and “our” means I Am Genius Ltd., Trading under the name Genius Telecoms Ltd., having company number 13243404, having registered address at 83 Integer House Bre Innovation Campus, Bucknalls Lane, Watford, United Kingdom, WD25 9XX..

“You”, “your” means you, the customer who we are providing our services to. If you’re an individual who’s placing an order, you must be 18 years or older and resident in the UK, or incorporated as a business in the UK, to purchase any products or services from us.

2. Our Agreement

When you buy a product from us, we agree to enter into a legal contract together. We call this our Agreement. We have separate agreements for each of our products. Each agreement includes the terms which we agree to, such as our promise to provide you with a service and your promise to pay for it. You have committed to us that you are over 18 years of age, and you can sign up to this agreement with Genius Telecoms Ltd. - Powered by EE.

You can sign up with us if you are an individual or are running a business or are working from home. Each Agreement might have terms that look the same, but there are important differences. You should read each separate Agreement in full. To help with this, we’ve included a set of Frequently Asked Questions (FAQs) on our website www.geniustelecoms.co.uk.


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Registering your SIM means that you accept these terms.

2.1. Monthly Spend

Your monthly spend is for data, minutes or texts beyond your plan's monthly allowance, you can set a limit on what you spend. Any bolt-Ons you buy will not count towards the monthly spend cap of the base pack as you'll get a separate spend cap on the bolt-Ons apart from your monthly charges for these.

2.2. 4G

See <https://geniustelecoms.co.uk/>. Genius Telecoms Ltd. - Powered by EE customers get access to the 4G speeds which vary by location, coverage and demand.

2.3. 5G

Check the Coverage checker before buying a 5G sim. Speeds vary by location, coverage and demand. A 5G coverage, plan & compatible device will be needed.
<https://checker.ofcom.org.uk/>

2.4. Roaming

All daily data roaming bolt-ons available to all new and existing customers are listed on our website. They are a daily allowance and are charged on a daily basis. However, you will be billed till the time you turn off the bolt-ons from your customer portal.

2.5. Wi-Fi Calling

This service is available on selected plans. Wi-Fi connection is required for availing these services. All calls or texts will be charged as per your Genius Telecoms Ltd. - Powered by EE plan. Terms apply.

2.6. 4G Calling

This service is available on selected plans. 4G connection is required for availing these services. All calls or texts are charged as per your Genius Telecoms Ltd. - Powered by EE plan. Terms apply.

2.7. Wi-Fi / 4G Calling

This service is available on selected handsets. 4G Calling is also available on 4G compatible handsets and above - 4G connection required. Wi-Fi Calling is also available on Wi-Fi compatible handsets - Wi-Fi connection required. All calls or texts are charged as per your Genius Telecoms Ltd. - Powered by EE plan. Terms apply.


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2.8. Genius Telecoms Ltd. – Powered by EE Ltd SIM Card Plans Payments

Payment for your Genius Telecoms Ltd. – Powered by EE Sim card is by direct debit or card payment (whichever applicable) and subject to credit status, if applicable. UK calls to UK landlines and UK mobiles and standard UK texts within the UK are include within your unlimited calling plans subject to the Fair usage policy on our website. Early termination charge may apply if you cancel or port out your service prior to the end of your contract. **2.9. Prices may change at any time during the contract**

Prices may change at any time during the contractual period for existing Genius Telecoms Ltd. – Powered by EE SIM customers by giving them a notice of the change. Contractual period may vary based upon your contract. The minimum term is a 12 month contract, which includes the first 30 days for free .

Pre-order: Subject to stock availability. Pre-order terms apply.

2.10. Genius Telecoms Ltd. – Powered by EE Extras

(a) Monthly Bolt-Ons

These Bolt-Ons run on a 30-day rolling contract until you cancel them. When you first buy a Bolt-on, it lasts for a period of a month from the date of selection. It covers the allowance used over your inclusive plan allowance, up to the allowance for that Bolt-on, for the billing period of 30 days.

The bolt-on renews automatically every billing cycle, unless you cancel it.

If you don't want your Bolt-on to renew automatically, you'll need to log into your customer portal and turn off the bolt on, alternatively, you can contact us to cancel it before the expiry of that bolt on. Any unused allowance won't carry over when your billing cycle ends. And if you go over your allowance, standard charges will apply. You can have a maximum of one for each minute and data at a given time. We won't transfer or refund Bolt-Ons. They're subject to Terms and Conditions.

(b) Daily Bolt ons

Daily bolt Ons are bolt Ons that are renewed daily. You will be charged on a daily basis for such bolt Ons. We have a "Global Daily Traveller" bolt on that is available for when you are traveling. Please ensure this bolt on is turned off when not in use. For more details on the daily bolt on, please see our Price guide on our website.


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2.11 Agreement Updates

Our policy might change from time to time. We'll post any changes on our website 30 days prior to the change. And if the changes are significant, we'll tell you by email, text message or when sending your bill.

2.12 Coverage

The SIM services are available for you to access where you are in range of a base station which forms part of the SIM network. The SIM networks are variable, comprised of different types of technology and the availability of the SIM services vary depending on where you are in the country. In areas without SIM network coverage, you will not receive any SIM services. You can check the telecommunications regulator Ofcom's coverage checker for more details on network coverage which is available at <https://checker.ofcom.org.uk/>.

We'll always try to make our service available to you. However, our services are only available within our coverage area in the UK and abroad. Within this, there may be areas where you don't have access to all our services, or where coverage is otherwise limited or unavailable. For more information about coverage, look at <https://checker.ofcom.org.uk/>.


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3. Start and Term of this Agreement

3.1. You can obtain a Genius Telecoms Ltd. - Powered by EE SIM by visiting our website at www.geniustelecoms.co.uk by going to the Customer Portal or by contacting our Customer Services Team. You will be requested to provide details such as your full name, site and billing address, contact details, bank details, any other details necessary. You may not sell or otherwise make our Services available to others or commercially exploit our Services or any Content in any way.

3.2. When you sign up with us, you agree to allow us to run a credit check, if required as per the discretion of the company. Your application can be approved/rejected based on the same.

3.2.1. The Services will be available to you provided you:

- a) comply with your obligations as set out in this Agreement.
- b) are in range of the base stations forming the Network (or that of our partners when roaming) when you try to use the Services.
- c) do not use the Services for anything illegal, immoral or improper.
- d) do not use the Service for a purpose in any way related to an arrangement which we suspect is designed to Artificially Inflate Traffic to a number or numbers. We reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes.
- e) do not use the Services for calling “cash back” or “cash for calling” numbers, i.e., where you are paid, in monetary or other terms, by the provider for calling that number. We reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes.
- f) pay your bill on time.
- g) only use the Services with the equipment and SIM we have approved for use on the Network.
- h) give us valid information we reasonably ask for and do not give us false information.
- i) follow all reasonable instructions we give you and any reasonable guidelines we make available to you.
- j) do not use the Services for making abusive, offensive, indecent or nuisance calls, for sending spam or unsolicited emails or text messages, for making or receiving reverse charge calls, or for infringing another person’s rights including copyright or other intellectual property rights.


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k) Use our Service in accordance with our Fair Usage Policy; and (I do not use our Services in any way that is not in keeping with that reasonably expected of a private individual and do not use the Services for commercial or business purposes.

3.3. Once your order has been confirmed, you shall receive a notification with the welcome pack which includes the Welcome Letter, Direct Debit Confirmation and your contract details along with your tariff information.

3.4. The Effective Date of this Agreement is the earliest of: (1) the Order Date; or (2) the date we supply the Genius Telecoms Ltd. - Powered by EE Service to You. The "Cooling-off" Period and the first 30 days free period starts from the Effective date of this agreement.

3.5. Your "Service Start Date" is the earlier of: (1) the date that Genius Telecoms Ltd. - Powered by EE begins the supply of the Service to You; or (2) within 14 days from the Order Date. Your Service Start Date will be either on or after the Effective Date of this Agreement and can be within the "Cooling-off" Period as defined in the Glossary. Your service starts after you purchase the goods and services from Genius Telecoms Ltd. - Powered by EE.

3.6. If you are not happy with our service, you can cancel anytime within the first 30 days of the free period. If you have directly entered into a contract with us, you can cancel anytime within your cooling off period that is applicable to you.

3.7. You must provide us with accurate information at the time of signing-up with us. In the event that it is determined that the information provided is faulty, incomplete or inaccurate, we may contact you to request you to provide us with the correct information, which may lead to delay in the date that Genius Telecoms Ltd. - Powered by EE begins the supply of the Service to You, including a delay in the delivery of the SIM Card. If the correct information is not provided within the request-ed time frame, we are entitled to cancel the order and terminate this Agreement.

3.8. At the end of the first 30 days free period, we automatically start charging you for the services provided to you as per your tariff plan selected while registering with us.

3.9. The "Contractual Term" will be the period that is mentioned in your tariff plan while signing up with us from the Service Start Date, for each service you purchase. During this Contractual Term, you will be allowed to upgrade as per the plans/offers available.

Plan Switching charges if applicable, can be found on the Price List on our website www.geniustelecoms.co.uk.


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3.10. You may be allowed to downgrade your already existing plan by paying an early termination charge and the remainder charges for the remaining months within the contractual period.

3.11. Termination of this Agreement before the expiry of the contractual Term may incur an early termination charge as mentioned in the price guide.

3.12. The Agreement will continue for the Contractual Term as mentioned in your tariff, until terminated with by us or yourself under the terms of this Agreement. After the Initial Term, you may also choose a different price plan at any time without terminating, subject to a new Contractual Term in accordance with Clause 3.9 & 3.10. Termination of this Agreement before the expiry of the contractual Term may incur an early termination charge as mentioned in your Contract and on the Price Guide.

3.13. We will only provide the first 30 days for free to new customers who are buying a new sim card from us. Essentially, the first 30 days for free is only available to you upon buying a new sim. In cases where you are upgrading or downgrading your tariff plan in accordance with Clause 3.9 & 3.10, we will not be able to provide you with a new first 30 days free offer, since you have already availed it. You are unable to avail any Genius benefits during the first 30 days free period.

3.14. If you do not cancel your contract on or before the end of the first 30 days free period, you shall be under a deemed contract with us for the contractual period as mentioned in your plan.

3.15. Each SIM remains our property at all times. You're allowed to use the SIM from us on a limited license to enable you to access our service, in accordance with the terms of this agreement. We may recall the SIM(s) at any time for upgrades, modifications, if it is being misused or when your agreement ends.

3.16. You can move your existing number to us with a Porting Authorization Code (PAC). Once we've verified these details, we'll tell you the date when your number will be ported. You may also have an option on the customer portal to select your port date. If the port is delayed and is our fault, you may be entitled to compensation in the form of a one-off reimbursement of a portion of your Charges. Contact our Customer Service Team to find out more.

3.17. You will receive a PIN and PUK Code with your SIM Card. The SIM will be blocked if an incorrect PIN Code is entered more than thrice. This means that you will have to use the PUK Code or contact Customer Services to unlock your SIM Card.

3.18. Once you receive your SIM Card from us, you will need to activate it to gain access to the SIM Service. To activate your SIM Card, you can follow the instructions provided on the packaging of your SIM Card or contact our Customer Services Team. If you do not activate your SIM Card within


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14 days, an administration fee and a refund of the amount that you have paid us and in effect cancel your agreement with us.

3.19. You must immediately inform us if your SIM Card is stolen or lost, or you believe your Services are being used in a fraudulent or unauthorised manner. This will result in immediate blockage of the SIM Card and suspension of the services. This Agreement remains in force during suspension of the Service, and you remain responsible for payment of any monthly recurring charges. In the case of theft, you must provide the filing of the complaint to the police or relevant authorities in order to receive a new SIM card at no additional cost.

4. Length of your Contract

4.1. The Length of your contract will be based upon the tariff plan chosen by you.

4.2. The contractual period is exclusive of the first 30 days.

4.3. The above section means that if you have chosen a 12-month contract, you would pay for 11 months, which excludes the first 30 days, so your contract essentially is of 11 months.

4.4. And if you have chosen a 24-month contract, you would pay for 22 months, which excludes the first 30 days period and the last 30 days period. So you pay essentially for 22 months, where your first month would be for free, and during the last month of your contract, your tariff amount shall be free. You will only pay for any additional services like bolt ons or benefits and the likes that are not included in your tariff.

4.5. You shall not be able to avail any freebies, if applicable to your tariff, or avail any Genius Benefits during the free period.

5. Charges and Payments

5.1 You agree to pay all charges for the usage of the SIM card and services. Genius Telecoms Ltd. - Powered by EE follows a direct debit payment policy hence the payments would be collected within 7 days of the invoice generation date. You can also make a card payment to pay the charges for the use of our services. You are responsible for unauthorised and fraudulent use unless you give notice to Genius Telecoms Ltd. - Powered by EE in accordance with Clause 5.13. You are responsible for all calls to special, premium and/or international numbers.

5.2 We will bill you for the Charges in accordance with our current Price Guide on our website. All Charges include Value Added Tax ("VAT"). VAT shall be separately set out as part of the Charges on


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the invoice. The monthly subscription charges are subject to an annual adjustment by the Retail Price Index (RPI) rate, (which could be an increase or a decrease).

5.3 Your chosen Offer includes certain allowance for voice, SMS and data usage which are included in your tariff plan, which is billed, and payments would be collected within the 7 days of the invoice generation date. An SMS notification will be sent to you if you are about to exhaust your data allowance limit. If you have exhausted 100% of your data allowance limit, data usage following the notification and warning will be turned off until you select a bolt on or upgrade the plan.

5.4 If you go over your allowance or need any other services that are not included in your plan the charges will be based on the bolt ons that have been selected by you on the customer portal or by contacting the customer services team. Such charges will be shown in your next invoice but may also appear on a later invoice (to the extent permitted by law). You may receive corrected invoice-es for prior months. If your usage exceeds the amounts provided for in your plan by a significant amount, then you may receive bills more often than monthly.

5.5 When you sign your contract with us, you agree to receive electronic communication from us. We will send an email notifying you of the availability of the invoice to the registered email address with us.

5.6 All invoices can be accessed on the Customer Portal. Invoices are available for 12 months from the date of issue and are accessible 24 hours a day, 7 days a week in an electronic format. If you request a paper invoice, we may charge you a paper-bill fee for the same, as described in our Price guide.

5.7 Any changes regarding the billing address or email address must be informed to us 14 days prior to the change. You can also change this data via contacting our customer services team. You are responsible for any correspondence sent to your older address if you have not informed us of any change. We are not responsible for any invoice or email not being sent for reasons beyond our control.

5.8 You are responsible for keeping your payment details (credit card, debit card or direct debit details) up to date. Any changes with regards to the payment details must be updated either by contacting customer services team or via the customer portal.

5.9 At the time of signing up with us, you must set up a direct debit mandate with us for recurring payments. Once Your Direct Debit Mandate is processed successfully, you authorise us to auto-matically debit your bank account for recurring payments as invoiced and are protected under the Direct Debit Guarantee.

5.10 You are liable to pay the amount as stated on your invoice before the payment date mentioned therein. In case you fail to make a payment, you may be informed of the delay by a remind-er email/SMS/letter/call and charged a late fee as mentioned in the Price Guide.


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If you do not make a payment before the due date stated in the reminder, we may suspend your services following the initial reminders. If payment is not received by the date stated in the second reminder, we may suspend all services provided to you.

5.11 The first payment that you make once you have registered with us will be taken as a deposit. You will not be charged for the first 30 days. After your first month, you will be billed upon your tariff and any other charges as applicable to you. The first payment made by you upon registration that was taken as deposit will be adjusted upon cancellation or termination of the contract or the end of contract, whichever comes first.

5.12 You agree to pay all your charges before or on the due date indicated on the invoice. Unless explicitly stated otherwise, the due date is 5 to 7 days after the issue of the invoice, regardless of the mode of payment. If you pay after the due date, you may be charged a late payment fee as mentioned in the price guide. Alternatively, we may charge interest for any overdue amount at the maximum rate permitted by law. Any costs, fees, expenses incurred to recover any unpaid amount (not limited to debt collection agencies fees, court costs, and legal fees), shall be recovered from you.

5.13 You further agree to reimburse Genius Telecoms Ltd. - Powered by EE in respect of all losses, damages, liabilities, costs, and expenses that Genius Telecoms Ltd. - Powered by EE may incur if you breach your obligations under this Agreement.

5.14 If you believe any charges are incorrect, you may dispute them by contacting us, however you must pay the undisputed amount owed. Your service shall not be terminated while we are looking into the dispute.

5.15 If you are entitled to any refund, this will be paid to you once any unpaid charges on your account have been cleared. If you are no longer a customer of Genius Telecoms Ltd. - Powered by EE, we shall refund any credit due to your designated bank account.

5.16 If you fail to activate the SIM within 14 days of receipt of delivery, then Genius Telecoms Ltd. - Powered by EE has the right to charge you an administration fee per tariff selected and refund the balance as per the refund policy.

6. Special Offers and Promotions

6.1. The first 30 days free offer is exclusive of any other offer or promotions that is run by Genius Telecoms

6.2. Genius Telecoms Ltd. - Powered by EE reserves the right to extend, cancel, discontinue,


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prematurely withdraw, change, alter or modify this offer or any part thereof at its sole discretion at any time during its validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on you.

6.3. Genius Telecoms Ltd. - Powered by EE may invite you to take up offers, additional services or promotions. Those offers, additional services, or promotions may have additional terms and conditions.

6.4. If you wish to inquire about any offers that are provided by, Genius Telecoms Ltd. - Powered by EE, you can contact us via telephone, or email and our Customer Services Team will gladly assist you.

6.5. If you upgrade or downgrade your plan during the contractual period, we will charge you for any offers and promotions that you have already benefited from as per your original contractual terms, and then move you to your newly chosen plan. If your newly chosen plan has similar offers and promotions to your old plan, we will cancel the offers and promotions that came with your old plan and make applicable all offers and promotions that are applicable to you under your newly chosen plan.

6.6. Additional terms may apply to any promotional or special offers from time to time. You can visit our website to know more about the offers. See promotional terms here www.geniustelecoms.co.uk.

7. Genius Benefits

7.1. We have partnered with different suppliers that allow Genius Telecoms Ltd. - Powered by EE to sell their products and services along with the services of the . These are called Genius Benefits.

7.2. Genius Benefits Included with the tariff:

7.2.1. Genius Benefits are some additional benefits that you may have as an Genius Telecoms Ltd. - Powered by EE customers if you choose a tariff plan that provides you additional benefits bundled up with your monthly charges. The Genius Benefits will be included in the tariff plan if you choose a plan with benefits. All the benefits can be chosen during the registration process. It is down to you to claim and use the benefits included within your chosen plan. If a benefit is not used within any time period during the contract period, then we will be under no obligation to offer you any compensation for the same. If the tariff has been chosen while they are on the first 30 days free offer, then the benefits can only be claimed after the first 30 days period has ended.


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You can use your chosen benefits earlier if you choose to end your first 30 days free period earlier.

7.3. Genius Benefits as Add-ons with the tariff:

7.3.1. These are based upon the benefits that can be bought additionally to the tariff plans you buy and if used to the full extent of all benefits claimed. All the benefits can be chosen during the registration process. It is down to you to claim and use the benefits included within your chosen plan. If a benefit is not used within any time period during the contract period, then we will be under no obligation to offer you any compensation for the same.

7.4. If a benefit is bought with a tariff with a first 30 days free period, then the benefit can be used if it is paid in full upon signing up. If a benefit is bought with a tariff with a first 30 days for free period, then the benefit and the payment is monthly then it can only be used once the first 30 days for free period has ended. You can use your chosen benefits earlier if you choose to end your first 30 days for free period earlier.

7.5. If you have any issues with the benefits you have purchased, then you would need to contact the supplier directly to address the issue. Where the supplier informs us that your Genius Telecoms require a refund to resolve the issue then you will either be given a credit on your next bill or any refund if applicable. The supplier would also need to do the same with Genius Telecoms.

7.6. If you fail to avail the benefits within 3 months of your contract start date, the benefit will lapse. Genius Telecoms will not be liable to refund you for the unclaimed benefits or extend the benefits.

8. Delivery Process

8.1. Receiving your SIM card:

Once you place an order with us, we shall endeavour to deliver it within 7 business days.

8.2. Delivery of the Product to you:

We will deliver your product to the address you have provided to us at the time of sign-up with us.

8.3. If your parcel is not delivered to you:

You can get in touch with our customer service team if your parcel doesn't arrive in time.


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9. Activation of your sim card

9.1. Once you receive your Genius Telecoms Ltd. - Powered by EE SIM card, you must activate it within 14 days of the receipt of delivery by following the instructions on the package. Once you activate it, we will start providing you with the services that you have signed up for with us. If you do not activate your SIM card within 14 days of receipt of delivery, we will charge you a £10 administration fee and refund the rest of the amount to you.

9.2. Upon activating your sim card, you will have a first 30 days for free period. You may cancel your services on or before the 30th day. If you cancel your services within the first 30 days for free period, you will be refunded as per our refund policy.

9.3. Our first 30 days for free period includes the cooling off period of 14 days from the date of purchase as required by OFCOM.

9.4. If you decide to opt out of the first 30 days and enter into a direct contract with us, you will be subject to a 14-day cooling off period from the date you purchased our services. You may cancel your services with us without paying any early termination charges on or before the 14th day. If you cancel your services within the cooling off period, you will be refunded as per our refund policy.

10. Refunds

10.1. You can cancel your order by contacting us and requesting a PAC or STAC code from us and by submitting it along with a switch request with another provider of your choice. Provided your cancellation request is sent during the Cooling-off period, Genius Telecoms Ltd. - Powered by EE will refund you based on our refunds policy.

10.2. You can also cancel your services within the first 30 days, which is inclusive of the 14 days cooling off period.

10.3. Your Genius Telecoms Ltd. - Powered by EE account will be canceled upon successfully processing the refund. If you wish to transfer your Genius Telecoms Ltd. - Powered by EE number, you will need to ask for a PAC code. PAC codes are valid for 30 days.


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11. Exchange Policy

11.1. Any faulty SIM Cards must be reported as soon as possible post the date of delivery to obtain a free exchange.

11.3. Wilful or negligent damage, including damage from water, impacts or anything similar to the SIM Card will not qualify for an exchange.

11.4. You are eligible for one free SIM swap annually. After one SIM swap you will have to pay a nominal sim swap fee as mentioned on our price guide to get any further replacement of your sim.

11.5. After the first 30 days for free, if we determine that the SIM Card has been damaged wilfully or due to neglect, even if our partners also identify a manufacturer's fault, you will be liable to pay a sim swap fee as mentioned on our price guide to replace your sim.

12. Our Fair Usage policy

We believe in the power of communication to make a better world. That means we want our services to help customers freely express themselves and share information. But that shouldn't be at the expense of other people's safety and rights. You can read the policy here https://www.geniustelecoms.co.uk/doc_assets/PersonalFairUsage.pdf

13. Outages

13.1. In maintaining the Service, Genius Telecoms Ltd. - Powered by EE May, with reasonable notice requested a temporary Outage. Wherever reasonably possible Genius Telecoms Ltd. - Powered by EE shall notify the Customer of the Outage in advance and will co-operate with the Customer as to valid Service Level Agreement of the Outage or re-routing. When notice of an Outage has been given, the Customer may not be entitled to any compensation.

13.2. Planned network maintenance or upgrades may be required from time to time. Notice will be given to all customers that may possibly be affected by this type of Outage. Genius Telecoms Ltd. - Powered by EE will use all reasonable endeavours to carry out this work with little or no disruption to customers but if Genius Telecoms Ltd. - Powered by EE and the Customer cannot agree the timing of the Outage, Genius Telecoms Ltd. - Powered by EE decision shall be final and binding. Where notice has been given to the Customer of such planned network maintenance or upgrades or any unplanned outages that are out of our scope, no compensation will be due to the Customer for resulting Outages.


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13.3. Genius Telecoms Ltd. - Powered by EE may, at its sole discretion and with prior notice to customers, schedule an Outage to extend/enhance the services as part of Scheduled Outage.

14. Cancellation of the Contract

14.1 Your right to cancel the contract

14.1.1 You can cancel your acceptance of these Terms and Conditions at any time during the first 30 days for free period provided that you cancel in accordance with our terms and conditions or notify us by clicking on the cancel button on the customer portal, alternatively by contacting the Customer Services team. This does not affect your statutory rights.

14.1.2 After the expiration of the "Cooling Off" Period, you may terminate this Agreement at any time by requesting a PAC or STAC code. A PAC or STAC code can be requested via SMS. To obtain your PAC, text PAC to 65075 from your phone. To get your STAC text 'STAC' to 75075. Your Genius Telecoms Ltd. - Powered by EE SIM Service is subject to a contractual term as mentioned in the tariff plan you have opted for. If You terminate before the end of your Contractual Term, you may be required to pay an early termination charges as described in the price guide on our website to Genius Telecoms Ltd. - Powered by EE . in accordance with the condition mentioned below.

14.1.3 If you terminate the contract anytime during the Contractual Term, you will be charged an early termination charge for early termination. The early termination charge will be calculated as the amount of your monthly recurring Charges at the time when you signed up for your Genius Telecoms Ltd. - Powered by EE SIM Service multiplied by the number of months remaining from your contractual Term in addition to a 10% discount and early termination charges if applicable on your tariff.

14.1.4 If You are owed a refund, Genius Telecoms Ltd. - Powered by EE will deduct any amount that you owe under this Agreement from the refund amount you are entitled to Genius Telecoms Ltd. - Powered by EE shall refund any amount outstanding within 45 days after the final invoice offsetting.

14.2 Our right to suspend or cancel the services

14.2.1 We may suspend any or all of our services you use without notice if:

(i) We reasonably believe you have provided us with false or misleading details about yourself


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- (ii) We advise you that your excessive use of our services is causing problems for other users, and you're continuing to use our services excessively.
- (iii) We believe or you inform us that your SIM has been lost, stolen or is being used in a way not permitted by this agreement.
- (iv) We reasonably believe that you have used our services, the SIM(s) or a Genius Telecoms Ltd. - Powered by EE phone number for illegal or improper purposes in contravention of our responsible use.
- (v) We receive a serious complaint against you which we believe to be genuine.
- (vi) We're required to suspend your service by the emergency services or other government authorities.
- (vii) If the payment for the current outstanding bill is not made by the due date mentioned on the bill, your account balance may go negative, and you may only be able to use our services once the outstanding negative balance is cleared.

14.2.2 Genius Telecoms Ltd. - Powered by EE will provide you with 30 days' notice in the following scenarios:

Your SIM Card will be disconnected unless, at least once every six months, your account is used to:

- (i) make at least one call, SMS or MMS to another number (not including calls to emergency services or Member Services).
- (ii) make at least one connection to the Internet.

Also, if we no longer have access to the other operator's network, we need to provide the Genius Telecoms Ltd. - Powered by EE SIM Service to you or if we are no longer able to provide the Genius Telecoms Ltd. - Powered by EE SIM Service due to factors beyond our control or because we cease business.

14.3 Effects of Termination

14.3.1 If this agreement ends, we'll close your account and disconnect you and you'll not be able to use our service.


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14.3.2 You will lose your phone number unless you have made a request for your number to be ported prior to Disconnection.

14.3.3 If we end the agreement due to your conduct, then any unused credits or allowances will be forfeited.

14.3.4 Upon termination, Genius Telecoms Ltd. - Powered by EE will send you a final invoice. You agree to pay all Charges up to the date of termination and any early termination charges if applicable according to these terms and conditions.

15. Suspending or Disconnecting Access to our Services

15.1 Suspension for Network problems: We may suspend your use of the Services or disconnect any SIM from the Network without prior notice if the Network needs urgent maintenance or upgrading. We will try to minimize any such occurrences.

15.2 Suspension or termination for other reasons: We may also suspend or terminate your use of the Services and disconnect your SIM from the Network without giving you notice if you:

15.2.1 does not keep to the conditions of this Agreement, including the provisions of clause 3.2, any terms and conditions relating to Additional Services or any promotional or special offers.

15.2.2 damages the Network or puts it at risk.

15.2.3 continually harasses, abuses or threatens our staff.

15.2.4 notifies us that your SIM has been lost or stolen.

15.2.5 exceeds any credit limit we may have set for you or does not pay a bill when it is due.

15.2.6 is required to be suspended following an order, instruction or request from any governmental body, any emergency service appropriate authority to request such suspension.

15.2.7 has provided us with information that we reasonably believe is false or misleading.

15.2.8 at the end of any Minimum Term chooses not to use our Services within a 90-day period either by making a chargeable call or sending a text message.

15.2.9 suspends or cancels any direct debit for your account or otherwise allows it to become inactive.


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15.2.10 engages in fraudulent activity on your account or we reasonably believe you have done so;
or

15.2.11 contravenes our Fair usage policy. Suspension may result in us canceling this Agreement. If we cancel this Agreement, you may lose your phone number and any Bolt on or credit on your account.

16. Your Consumer Rights

You can know more about your rights here (<https://www.citizensadvice.org.uk/consumer/>)

17. Complaints

17.1 Genius Telecoms Ltd. - Powered by EE attempts to provide the best services to all our customers. However, we understand that we might not always get it right and there might be instances where our customers may be unhappy with us.

17.2 If you are unhappy about any aspect of our Service and wish to contact us about the same, you can get in touch with us via www.geniustelecoms.co.uk, telephone at 03331881118, email at customerservice@geniustelecoms.co.uk or write to us at Integer Millen-nium House Bre Innovation Campus, Bucknalls Lane, Watford, Hertfordshire, United Kingdom, WD25 9XX.

17.3 We will investigate all complaints in line with our Complaints Policy which can be found at www.geniustelecoms.co.uk.

17.4 If you are unhappy with the resolution provided by us or have received a 'Deadlock Letter' with regards to your complaint, you can approach the Ombudsman Service: Communications to consider your complaint for you. You can contact them at <http://www.ombudsman-services.org/>

18. Privacy Policy

This policy sets out how we handle the information we receive from customers and everyone who uses our products and services. We take this seriously and will always treat this information with the utmost respect and care. You can access our privacy policy here https://www.geniustelecoms.co.uk/doc_assets/PersonalFairUsage.pdf


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19. Limited Liability

18.1 Exclusions: In terms of this Agreement, we exclude all liability to you in any way for:

18.1.1 any losses where we are not at fault.

18.1.2 any loss of income, business or profits.

18.1.3 any corruption of data in connection with the use

18.1.4 any losses or damages which were not reasonably foreseeable when we entered into this Agreement.

18.2 **Limited liability:** We are only liable to you as set out in this Agreement. We will pay for any damage or losses if we are liable to you for something we or anyone working for us does or does not do. However, our obligation to pay damages or losses is limited to £3000 for one incident or for any number of related incidents within any 12 month period.

18.3 **Third parties:** You may be able to use our Services to upload or transmit email or Content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as a "pipe" transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We therefore have no responsibility or liability to you for these third-party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit. We are not responsible for notifying you of changes made by such third parties to the third-party sites, Content, goods or services, or to their terms as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this Agreement during your Minimum Term without paying an early termination fee as a result of such changes.

18.4 **Timelines:** You must tell us about any claims you want to make against us as soon as reasonably possible. This will allow us to look into your claim and any relevant account records we have on our systems before we delete the records in accordance with our legal obligations.

18.5 **Things beyond our control:** We will not be liable to you if we are unable to provide you with the Services or perform any of our obligations under this Agreement because of something beyond our control. Such factors may include, but will not be limited to, acts of God, industrial action, war, terrorist act, governmental action, any act or decision made by court of competent jurisdiction, or delay, default or failure by a third-party supplier or network operator.


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18.6 Continuation: This section 18 will apply even after this Agreement has ended. If you are a consumer, the terms of this Agreement will not affect any rights you have under any statute which cannot be excluded by the terms of this Agreement. For more information on the rights, you have under statute contact your Local Authority Trading Standards Department or Citizens Advice Bureau.

20. Other Legal Terms

19.1 Genius Telecoms Ltd. - Powered by EE is committed to managing our environmental impacts. Which is why endeavour to only issue e-bills to manage environmental impacts, unless otherwise required by OFCOM or any other regulatory body.

19.2 This Agreement is to be interpreted in accordance with the laws of England and Wales each of us agrees to only bring legal actions about this Agreement in a UK court. This Agreement is governed by the law of England and Wales, unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots or Northern Irish Law respectively.

19.3 If we have a dispute about this Agreement and you want to take court proceedings, you must do so in the courts of one of the four parts of the United Kingdom (England, Wales, Scotland or Northern Ireland) which part's courts will have exclusive jurisdiction.

19.4 Notices:

19.4.1 Any notices of change we give to you will be provided on our website or via bill communication any other notices we give to you must be in writing and be delivered by hand, post or sent to you electronically. It is your responsibility to ensure that the contact details you supply to us are kept accurate and up to date.

19.4.2 Where we send you a notification, or vice versa, the notice period will start from the day on which the notice is delivered if it is delivered by hand, 2 working days (i.e., excluding Saturdays, Sundays and public holidays) after the date it was posted if sent by post, or from the date of successful transmission if it is sent electronically.

19.5 Severability:

If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is lawful and effective.


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21. How to Contact us

You can reach us out in case of any queries or suggestions.

Customer Services Support Number: 0333 188 1118

For support when you are roaming and need to get in touch with us:

Roaming Support number: 01923 967390 You can also contact us via email at: customerservice@geniustelecoms.co.uk

You may also for additional assistance message on the www.geniustelecoms.co.uk

Or you may Write to us at: 83 Integer House Bre Innovation Campus, Bucknalls Lane, Watford, United Kingdom, WD25 9XX.

How we can contact you:

From time to time, and in accordance with our Privacy Policy, we may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax.

22. Our Rights – Intellectual Property

20.1 All rights, including copyright in our service and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.

20.2 The 'Genius Telecoms Ltd. - Powered by EE.' branding including all related images, logos and names on our service are proprietary marks of our group of companies. We reserve all our rights.


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