

Monzo Mobile: Service Terms & Conditions

Last updated: 16/07/2026 - version 1.0

1. E-SIM SERVICE

- 1.1** These are the terms and conditions (forming part of the **"Agreement"** or **"Service Terms"**, as defined in clause 1.3 below) for the supply of voice, SMS and/or data services (the **"Services"** or **"Monzo Mobile"**) provided by MM Wireless Limited, (**"MMWL"**, "we," "us," "our") to the end users ("you," "your").
- 1.2** Monzo Mobile is a trading name of MMWL, registered office: Satila House 109-111 Farringdon Road, London, EC1R 3BW, company number 17220233. Monzo Mobile plans, and the mobile service itself (including data, calls and texts), are provided by MMWL. Monzo Bank Limited (**"Monzo"**), registered office: Broadwalk House, 5 Appold Street, London, EC2A 2AG, company number 9446231, markets and facilitates the sale of Monzo Mobile plans, manages your payments, and provides customer support on MMWL's behalf. Monzo is your point of contact for everything related to your Monzo Mobile service. A copy of the Sale Terms, which set out the agreement between you and Monzo, are available [here](#) and in the Monzo app.
- 1.3** The contract for the Services (**"Agreement"**) comprises (i) these Service Terms, and (ii) the Contract Information and Contract Summary we provide to you. The contents of the Agreement should be read alongside (i) the fair and acceptable use policy (**"Fair Use Policy"**), (ii) the price list and (iii) any other document we provide to you. You can find the most up to date documents and policies [here](#) and in the Monzo app. Monzo provides these documents and policies to you on behalf of MMWL (you can see their original copies [here](#)).
- 1.4** No other terms apply unless expressly agreed by us in writing. Nothing in this Agreement seeks to affect any of your statutory rights under applicable law.

2. COMMENCEMENT AND DURATION

- 2.1** The Agreement is formed and these Service Terms take effect when you click "Accept and Pay" in the Monzo app (or otherwise indicate your acceptance of these Service Terms) and we have made available to you (i) these Service Terms and (ii) the Contract Information and (iii) the Contract Summary on a durable medium (including by email and/or in-app access), and you receive our order confirmation.
- 2.2** Your Monzo Mobile plan will be activated as soon as reasonably practicable (typically immediately) after you successfully complete the purchase by clicking "Accept and Pay" in the Monzo app, provided you have a Monzo Mobile eSIM installed and you are connected to the network. However, activation may occasionally be delayed, for example due to technical issues with your device's connection or with the eSIM installation on your handset, and in these cases whilst we can give no commitment or warranty that Services will be available by a particular time, we will work to resolve any issues as soon as possible.
- 2.3** The duration of your bundle depends on the specific plan you choose at the time of purchase. Your plan will be communicated to you during the purchase process and described in the Contract Information and the Contract Summary and the in-app plan information.

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- 2.4** You can only use Monzo Mobile if you also have an active Monzo personal account, are a UK resident and aged 18 or over. If your Monzo personal account is closed or restricted, your ability to manage and/or use the Services may be affected, and we will, where reasonably practicable, give you at least 30 days' notice before your Monzo Mobile plan terminates in accordance with clauses 6.10 and 7.5.
- 2.5** This Agreement remains in full force until terminated by you or by us as permitted under these terms.
- 2.6** Monzo may provide customer support and operational communications on MMWL's behalf. You can communicate with Monzo, acting on our behalf, in relation to Monzo Mobile by using the Monzo app or the contact details we provide to you. Communication between you and Monzo in relation to this Service will be treated as if it is between you and MMWL.
- 2.7** The Services will continue until terminated in accordance with these Service Terms. You will be billed on a monthly recurring basis on the same calendar day of each subsequent month as the original activation date. If the corresponding calendar day does not exist in a subsequent month (for example, activation on the 31st), you will be billed on the last day of that month.

3. SERVICE DESCRIPTION

- 3.1** We shall provide voice, SMS, and data services using mobile network technologies (such as 3G, 4G and 5G), subject to network availability, device compatibility and location. Monzo Mobile is delivered via an eSIM, which you must download and activate on a compatible device. Your Monzo Mobile plan will set out the allowances for voice minutes, SMS and data ("**Plan**") and this will also be set out in your Contract Information and Contract Summary. Any unused allowances expire at the end of the applicable billing period unless otherwise stated. Any unused allowances from your Plan expire at the end of the billing cycle and are not carried forwards or refundable unless required by law.
- 3.2** When available, and subject to network coverage and your device compatibility, you will be able to receive 5G services in the UK.
- 3.3** Our Services are based on these Service Terms and our price list.

Availability

- 3.4** We aim to provide a high-quality service with reasonable skill and care; however, availability, coverage, speed and quality of Monzo Mobile may vary and may be affected by factors beyond our reasonable control, including maintenance, network congestion, location, device compatibility, network coverage and environmental conditions. We do not guarantee that Monzo Mobile will be available at all times or in all locations, but we will use reasonable endeavors to maintain continuity in accordance with applicable law and relevant service quality standards.

Data Usage

- 3.5** To provide the Services, MMWL and Monzo will both need to process your personal data. You can read more about how we handle your data in our [Privacy Notice](#) and how Monzo handles your data in their Monzo [Privacy Notice](#).
- 3.6** We reserve the right to choose our network operators and technology partners. We may disclose and use your personal data in compliance with our Privacy Policy to deliver the Services. We process personal data in accordance with UK data protection law (including the UK GDPR and the Data Protection Act 2018).

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Upon expiry of your data allowance, MMWL may allow limited access to the Monzo application through which you purchased your bundle, solely for the purpose of enabling you to purchase additional allowance. This access is restricted to essential functionality and does not provide general internet access.

Promotional Features

- 3.7** We may make promotional services or features available to you from time to time at no cost to you ("**Promotional Features**"). We shall determine the characteristics of Promotional Features in our sole discretion. MMWL, or Monzo on MMWL's behalf, will publish the characteristics of a Promotional Feature in special terms at the time such Promotional Feature is launched.

Roaming

- 3.8** Roaming allows you to use your device abroad for periodic travel, including making and receiving calls, sending messages and using data. Roaming services are subject to network availability, device compatibility and the capabilities of our roaming partners.
- 3.9** Where your Plan includes roaming, usage will be deducted from your applicable roaming allowance in the destinations specified at the time of purchase and in your Contract Information and Contract Summary. Where roaming is not included in your Plan, you will need to purchase a roaming add-on or pay applicable charges as set out in our price list.
- 3.10** Once your roaming allowance is exhausted, roaming services will stop unless you purchase an additional roaming add-on.
- 3.11** We may restrict roaming where we reasonably suspect misuse, fraud, or prolonged non-domestic use of the Services. Any such restriction will be proportionate and in line with our Fair Use Policy, and we will notify you where reasonably practicable before taking action.

International calls

- 3.12** Your Plan may include an allowance for calls from the UK to international numbers to selected destinations. The applicable destinations, limits and conditions are set out in our price list. Calls outside these allowances will be charged in accordance with our price list.

Suspension and modification

- 3.13** From time to time, we may need to upgrade, modify, or maintain Monzo Mobile. During such activities, some or all of the Services may be interrupted or temporarily unavailable. We will make reasonable efforts to minimize disruptions and, where feasible, notify you in advance.
- 3.14** We may suspend, restrict, modify or transfer the Services (including moving you to a different Plan that we reasonably consider appropriate) where reasonable and proportionate, including where:
- you request this;
 - we suspect fraud, misuse, or unauthorised use by you;
 - we are required to do so by law, a court, or a regulator;
 - we consider it necessary to comply with sanctions, financial crime obligations, legal and regulatory obligations, or the terms of any licence or order issued by a regulator, law

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enforcement agency or government body;

- it is necessary to protect the integrity or security of our network or services;
- your Plan has lapsed due to failed renewal payment after the applicable retry period (see clause 6); or
- we need to carry out maintenance or emergency work.

Where reasonably practicable and appropriate, we will give you notice in advance and explain if there's anything you need to do to restore service. Any suspension, restriction, modification or transfers under this clause may lead to termination of the Agreement in accordance with clause 7 where the issue is not resolved.

Monitoring

3.15 We may monitor the Services to comply with applicable legal obligations, ensure regulatory compliance, and protect our network and customers. Any such monitoring will be carried out in accordance with applicable data protection laws, including UK data protection law (UK GDPR and the Data Protection Act 2018).

Emergency Services

3.16 Access to emergency services (such as 999 and 112) is available free of charge across any available network coverage.

3.17 If you have accessibility requirements (for example, hearing or visual impairments), we will provide you with (depending on your needs) access to mobile SMS functionality, or video relay access functionality to contact the emergency services. Please contact us through the Monzo app for assistance.

4. YOUR OBLIGATIONS

4.1 You agree to:

- use the Services in compliance with this Agreement and applicable laws;
- configure your device to use the Services; and
- notify us as soon as reasonably practicable if your device or SIM/eSIM is lost or stolen, to prevent unauthorised usage.

4.2 You must not:

- misuse the Services by excessive use, including sustained or automated activity that exceeds what would reasonably be expected from individual, non-commercial use as further described in our Fair Use Policy which sets out indicative usage thresholds;
- use the Services for any fraudulent or illegal activity;
- use the Services with any device which acts as a SIM farm, GSM gateway or SIM box;
- resell or commercially exploit the Services without our prior written consent;
- cause harm to our network or disrupt other users' access; and

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- use the Services in a way that compromises network integrity, security, or performance.

4.3 If we reasonably suspect that you are misusing the Services or breaching clause 4.2, we may take proportionate measures to prevent misuse. These may include (determined at our sole discretion, acting reasonably):

- contacting you to request that the activity stops;
- applying usage controls or restrictions;
- suspending affected Services; and
- terminating the Agreement as a last resort where the breach is serious or continues after notice.

4.4 Fraud and payment abuse

In cases where fraudulent activity affects the provision of the Services, we may suspend or terminate the affected Services where it is reasonable to do so. Fraudulent activity includes, but is not limited to:

- use of false or misleading information to obtain Services;
- fraudulent or unauthorised use of payment instruments, including bank accounts, payment cards, or other payment methods; and
- identity misuse or account compromise.

We will investigate suspected fraud and, where appropriate, notify you of the action taken and steps to resolve the issue.

4.5 Device and eSIM responsibility

You are responsible for managing access to your device and eSIM. If you transfer your device to another person, you should delete the eSIM to prevent unauthorised use. We are not responsible for usage occurring before you notify us of loss, theft, or unauthorised access, except where required by law.

You are responsible for checking the compatibility of your device before purchasing the Service.

4.6 Security

You must follow reasonable security procedures (for example, by using appropriate device security settings) when using the Services. We may contact you where a security risk arises that could affect your use of the Services or the integrity of our network.

Lost or Stolen Device

4.7 You must inform us as soon as possible if the device on which the Services are activated is lost or stolen. Please contact us via the Monzo app, email at mobile@monzo.com, or use the Monzo app to schedule a call. We will take appropriate steps to suspend or block the Services to prevent unauthorised use from the moment we receive your notification. You may be held responsible for any usage or charges incurred until the time of your notification, except where such usage results from our error or as otherwise required by applicable law.

Content

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- 4.8** You are solely responsible for all content transmitted using the Services. While we strive to ensure reliable transmission and storage, we cannot guarantee that content (including voicemail) will be saved or remain free from loss or corruption. We recommend keeping your own backups to protect your data.
- 4.9** We may block access to adult and gambling content when using data services in the UK. If we do, we will enable access to this content by making a selection in the Monzo app. Website and content providers may place additional restrictions on access to their content (for example, proof of age restrictions).

5. PRICES

- 5.1** The charges for the Services will be made available to you before you enter into this Agreement, including within the Monzo app when you are selecting your Plan, in the Contract Information and Contract Summary, and in our price list. By purchasing the Services, you agree to these charges and the applicable billing frequency displayed to you prior to purchase.
- 5.2** The charges you pay for your Plan are inclusive of value-added tax ("**VAT**") and any other similar sales taxes, duties, or levies imposed by any authority.
- 5.3** We do not apply out-of-bundle usage charges. Any applicable limits (including fair use thresholds, roaming allowances and premium rate numbers) will be shown in-app, in the Contract Information and the Contract Summary, and you should also refer to our price list and Fair Use Policy.
- 5.4** We reserve the right to increase or decrease prices and any future price changes will be notified to you in accordance with clause 9.
- 5.5** We may occasionally offer discounts or promotions at our sole discretion. We reserve the right to return to the standard charges, for example upon conclusion of the promotional period.

6. PAYMENT AND REFUND POLICY

Billing and advance payment

- 6.1** The first monthly billing cycle begins upon activation and charges for the first month will be payable immediately. For each subsequent monthly period, we will charge you in advance on the same date of the month as your first payment (or the day before if the corresponding date does not exist in the following month).
- 6.2** Payments will be taken from your Monzo personal bank account.

Service expiry and cancellation

- 6.3** Your access to Monzo Mobile will be automatically restricted or stopped if you use up the volumes in your Plan allowance (if applicable) or upon termination of the Service if you cancel.

Failed renewal payments

- 6.4** Since Monzo Mobile is prepaid, if a monthly payment fails, we will notify you by email, text or via the Monzo app, and we will try taking the payment again each day for four (4) days following the billing date (the "**Retry Period**"). Your Plan will continue during the Retry Period. If payment is not successfully collected by the end of the Retry Period, for a period of thirty (30) days following the Retry Period, your outgoing calls, SMS and data will be disabled, but you will still be able to:
- receive incoming calls and SMS,

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- contact the emergency services,
- make a payment to renew your Plan, and
- enter a new agreement or transfer your number to a new provider

(the “**Grace Period**”).

- 6.5** Upon receipt of full payment during the Grace Period, you’ll renew your Plan, we will resume the Services without undue delay, a new billing cycle will commence on the date Services resume, and this Agreement will continue to apply in full force and effect.
- 6.6** After the Grace Period has lapsed, your Plan will be cancelled, and we will terminate this Agreement in accordance with clause 7.4.

Refunds

- 6.7** Refunds for unused Services are not provided unless required by UK law (for example, defective service, non-performance, or valid withdrawal). Refunds may also be issued at our discretion in individual cases.
- 6.8** If you cancel within the 14-day cooling-off period, you will receive a full refund.

Billing cycle mechanics

- 6.9** All subscriptions operate on a monthly rolling basis, renewing automatically at the end of each billing cycle unless canceled by you. If you cancel during a billing cycle you will not receive a refund but you will have access to the Services until the last day of that billing cycle. No prorations, adjustments, or refunds shall be made for variations in the number of days in a calendar month, except where required by applicable law. Payments can only be made via your Monzo personal bank account.

Monzo account closure

- 6.10** If your Monzo personal bank account is closed, for a period of thirty (30) days following the account closure, your outgoing calls, SMS and data will be disabled, but you will still be able to:
- receive incoming calls and SMS,
 - contact the emergency services, and
 - enter a new agreement or transfer your number to a new provider

After this period has lapsed, your Plan will be cancelled and we will terminate this Agreement in accordance with clause 7.5.

7. TERMINATION OF SERVICES

- 7.1** If you experience a continuous or regularly recurring service disruption, then you may terminate this Agreement after the unsuccessful expiry of a reasonable grace period, granted to MMWL to remedy the disruption.
- 7.2** We will, where reasonable and proportionate, seek to suspend or restrict the Services before terminating this Agreement, unless immediate termination is justified due to the seriousness of the breach or applicable legal or regulatory requirements. Where reasonably practicable, we will give you an opportunity to remedy the breach within a reasonable period before terminating the Agreement.
- 7.3** We or you may immediately terminate this Agreement if the other party materially breaches any term of this Agreement and the non-breaching party cannot reasonably be expected to continue the contractual relationship. No refunds will be provided for any unused portion of your allowance upon

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termination, except where required by applicable law or expressly stated in the Agreement. MMWL is entitled to terminate this Agreement in particular, if:

- you misuse the Service, including harmful fraudulent activities and excessive use harmful to the network, if such misuse is not remedied following a written warning (unless immediate termination is justified),
- subject to clause 7.4, you fail to make a payment under this Agreement,
- subject to clause 7.5, your Monzo personal bank account is closed, causing you to fail to meet payment obligations.

7.4 Subject to clause 6.4, if you fail to make a payment within the Retry Period, MMWL may restrict your access to the Services. If payment remains outstanding at the end of the Grace Period, your Plan will be cancelled and MMWL will terminate this Agreement. Following termination, you will have thirty (30) days to transfer your number to a new provider. If you do not transfer your number in this period, your mobile number may be recycled in accordance with applicable regulatory requirements.

7.5 Subject to clause 6.10, if your Monzo personal bank account is closed, MMWL may restrict your access to the Services. After thirty (30) days following the account closure, your Plan will be cancelled and MMWL will terminate this Agreement. Following termination, you will have thirty (30) days to transfer your number to a new provider. If you do not transfer your number in this period, your mobile number may be recycled in accordance with applicable regulatory requirements.

7.6 If you are not satisfied with any part of the Service within a Plan, you can terminate the Agreement or switch Plan, but you can't cancel any part of a Plan on its own. The Contract Summary will make it clear whether your Services are within a bundle.

7.7 By signing up to a Monzo Mobile Plan, you agree to MMWL performing the Services starting from the date that you enter into these Service Terms. If you change your mind after you have purchased the Services you can tell us that you would like to cancel during the cooling-off period of 14 days. You have the right to withdraw from this Agreement within 14 days from the date of its conclusion, without giving any reason. If you exercise your withdrawal right within this period, we will issue a full refund of all amounts paid for the Services, regardless of whether the Services have been activated or used during the withdrawal period. You won't have an additional cooling off period when you switch between Plans. If you repeatedly cancel your Plan we can choose not to sell you a new Plan.

7.8 We may terminate this Agreement immediately if we are unable to provide the Services due to unforeseeable technical, legal, or regulatory reasons. In such cases, you will be entitled to a pro-rata refund of any charges associated with unused Services, except where otherwise required by applicable law.

7.9 You may terminate this Agreement at any time by cancelling your Monzo Mobile Plan via the Monzo app, email mobile@monzo.com, or use the Monzo app to schedule a call. Where you cancel on or before the last day of a billing cycle, you will continue to have access to the Services until the end of that billing cycle. No refunds shall be provided for any charges paid in advance for the current billing cycle, except where required by applicable law.

7.10 We may terminate this Agreement for convenience (i.e. for any reason) by giving you at least 30 days' notice. Where we terminate for convenience, no early termination charges will apply and we will refund any charges paid in advance for Services not provided.

7.11 All notices under this clause will be provided free of charge by email, text or via the Monzo app.

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8. LIABILITY

8.1 This clause sets out our financial liability to you in respect of:

- the provision of the Services;
- any breach of the Agreement;
- any use made by you of the Services; and
- any representation, statement, or tortious act or omission arising under or in connection with the Agreement.

8.2 Nothing in this Agreement shall limit or exclude our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- liability arising under the Consumer Protection Act 1987; and
- any other liability that cannot be limited or excluded under English law.

8.3 Subject to clause 8.2, we shall not be liable to you, or any other person who uses the Services, or any of the following:

- loss of profit, contract, business, opportunity or anticipated savings (in each case whether direct or indirect);
- loss of goodwill or reputation (whether direct or indirect);
- special, indirect or consequential loss;
- damage to or loss of data or other information (whether direct or indirect);
- temporary, minor interruptions to communications that do not materially reduce the value of the service to you; or
- losses associated with a Force Majeure Event (as defined in clause 11.3).

8.4 Subject to clauses 8.2 and 8.3, our total liability to you for any loss or damage arising in connection with the Services in any twelve (12) month period shall not exceed £3,000, whether in respect of a single claim or a series of connected claims.

9. CHANGES TO THESE TERMS, PRICES AND SERVICES

9.1 We may amend this Agreement, the Services, your Plan or applicable pricing in accordance with this clause.

9.2 We may make changes without your consent and without a right of termination where such changes:

- are exclusively to your benefit (such as price reductions or service enhancements);
- are administrative in nature and have no negative impact on you; or
- are required by applicable law or regulatory obligation.

We will notify you of such changes on a durable medium where appropriate.

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9.3 If we propose any other changes to this Agreement, the Services or your Plan (including pricing or availability), we will notify you at least one (1) month in advance on a durable medium.

The notice will include:

- the nature and effective date of the change;
- your right to terminate the Agreement without cost or penalty if you do not accept the change; and
- the deadline for exercising that right.

If you do not terminate the Agreement before the change takes effect, you will be deemed to have accepted the change.

9.4 Termination rights do not apply to:

- time-limited promotions ending as disclosed at the time of purchase; or
- changes made with your explicit consent.

10. NUMBER PORTABILITY AND PROVIDER CHANGE

10.1 You may switch to another communications provider at any time, subject to any applicable contractual commitments. If you wish to retain your mobile number, you have the right to request number portability in accordance with applicable laws and Ofcom's General Conditions.

10.2 For mobile services, you may request a Porting Authorisation Code (PAC) from us and provide it to your new provider to complete the transfer of your number.

10.3 We will cooperate with your new provider to facilitate the transfer of your number in accordance with applicable legal and regulatory requirements.

10.4 Number transfers will be completed as soon as reasonably practicable and normally within one (1) working day from the agreed transfer date, in accordance with applicable regulatory requirements.

10.5 If there is a delay in completing your switch or number porting, or a failure in the switching process attributable to us, you will be entitled to reasonable compensation in accordance with applicable law and regulatory requirements.

10.6 You may request a Service Termination Authorisation Code (STAC) if you wish to terminate your Services without transferring your number.

10.7 Requests may be made via SMS, in-app support, or customer service channels. We will provide PAC and STAC codes promptly and free of charge in accordance with applicable regulatory requirements.

11. SERVICE DISRUPTION AND MATTERS BEYOND OUR REASONABLE CONTROL

11.1 We will use reasonable endeavours to remedy reported disruptions to Monzo Mobile as soon as reasonably practicable and at no additional charge, unless the disruption is caused by you or your equipment.

11.2 If it is not possible to remedy the disruption within a reasonable timeframe following your report, we will keep you informed of the steps being taken and the expected timeframe for resolution.

11.3 We will not be responsible for any disruption to the Services (or any associated loss or damage

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flowing from it), either expected or unexpected, caused by a Force Majeure Event, a climatic or electromagnetic disaster, planned maintenance of the network (where we have given you reasonable notice of such maintenance), and/or issues caused by your own equipment or third party software which are not attributable to us. This does not affect your statutory rights under the Consumer Rights Act 2015. For the purposes of this clause 11.3, a "Force Majeure Event" means any event outside our control, including, without limitation: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of our suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom we are not responsible, change of Applicable Law or any other cause whether similar or dissimilar that is outside our reasonable control.

12. IF YOU HAVE A COMPLAINT

- 12.1** If you are not happy with our Services, you can get in contact with Monzo, acting on our behalf, by using the Monzo app and we will do our best to resolve our issue. We will handle all complaints in accordance with our Complaints Handling Policy.
- 12.2** If you are dissatisfied with our handling of a complaint, or if we reach a deadlock after 6 weeks, you may refer the matter to our approved Alternative Dispute Resolution ("ADR") provider: Communications and Internet Services Adjudication Scheme (CISAS) or such other ADR provider as we may notify to you in accordance with applicable regulatory requirements. ADR services are provided free of charge to consumers.
- 12.3** You may also raise concerns with the UK communications regulator: Ofcom. Further information on complaints procedures is available on our website and in our Complaints Code of Practice.

13. NOTICES

- 13.1** Where you are required to give us notice under the Agreement, unless otherwise specified, you will be required to do so via the Monzo app, email at mobile@monzo.com, or use the Monzo app to schedule a call. This includes if you're giving us notice during the cooling off period specified in clause 7.6.
- 13.2** We will give notices to you under and in connection with the Agreement to your email address that you nominate from time to time or via the Monzo app. You are responsible for ensuring that the email address we have on record for you is current and up to date and you regularly check your Monzo app.
- 13.3** Any notice or communication sent by one party to the other party under or in connection with this Agreement shall be deemed received by the other party as follows:
- a) in the case of email/app, at 9:00 am on the next business day after transmission;
 - b) in the case of post, the second business day after posting.

14. GENERAL

- 14.1** The terms of this Agreement constitute the entire agreement of the parties which supersedes all prior agreements and representations (unless fraudulent). We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of MMWL, or by any third party.
- 14.2** In the event of any conflict between these terms (including the Contract Information and Contract

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Summary), price list, and any other document referred to in the Agreement, the following order of precedence will apply:

- a) this Agreement (comprising of these Service Terms, the Contract Summary and Contract Information);
- b) the price list; and
- c) any document expressly referred to in the Agreement.

14.3 If either party fails to exercise a right they may have under the Agreement, it does not mean that right is waived.

14.4 If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to apply in full force and effect.

14.5 The Agreement is personal to you. You may not assign the Agreement without our prior written consent. We may assign or transfer this Agreement, or our rights or obligations under this Agreement, or subcontract any of the Services at our discretion (acting reasonably). We will notify you if we do so. This will not affect your rights under this Agreement.

14.6 The Contracts (Rights of Third Parties) Act 1999 will not apply to the Agreement.

14.7 On termination of this Agreement, any provision of which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

14.8 On the termination of this Agreement for any reason, shall not affect the accrued rights, remedies or obligations or liabilities of the parties existing at termination.

15. GOVERNING LAW AND COMPETENT COURT

15.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

15.2 If you are resident in Scotland or Northern Ireland, you may also rely on the mandatory consumer protection laws of your country of residence.

15.3 You may bring legal proceedings in the courts of England and Wales or in the courts of your country of residence within the United Kingdom. We may bring proceedings only in the courts of the country in which you reside.

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