

Reliance IP Networks Ltd

Standard Terms and Conditions

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1. Definitions

In this agreement:

"Act" means the Telecommunications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof.

"Airtime Service Provider" means a third party supplying airtime services to the Customer.

"Customer" means the customer detailed above.

"Direct Debit" means any request(s) for any payment or series of payments by bank direct debit payment method.

"Early Termination Charges" means any charges which become due and payable to Reliance if the Customer decides to end the contract before the end of the Minimum Term.

"Equipment" means any equipment or product (including for the avoidance of doubt mobile telephones) supplied by Reliance or any third party on behalf of Reliance to the Customer.

"Minimum Term" means the period of 12 months from the Commencement Date or such other period as is prescribed for the relevant service or as is otherwise detailed overleaf.

"Mobile Services" means the provision of services in relation to mobile telephony.

"Reliance" means Reliance IP Networks Ltd also trading as Reliance Networks whose registered office is at Alpha House, 4 Greek Street, Stockport, SK3 8AB (registered number 4985120).

"Services" means the provision of telecom services and/or Equipment and/or Mobile Services and/or fraud monitor and services provided by us relating to the Internet and any related service provided by Reliance to the Customer under this agreement.

2. The Services and Equipment

2.1 Save as provided in these terms and conditions Reliance shall provide the Customer with such Services and Equipment as are requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions. Reliance shall only become liable to supply Services to the Customer once satisfactory responses to credit checks have been received by Reliance and (where appropriate) any airtime service provider.

2.2 The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular:

2.2.1 not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.

2.2.2 not to contravene the Act or any other relevant regulations or licences.

2.3 The Customer hereby agrees that its apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act and Reliance shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Reliance it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Reliance.

2.4 The Customer undertakes to use the Services in accordance with the Act and Reliance's acceptable use policy and fair usage policy and the Customer further undertakes not to use the Services and to procure that none of its employees use the Services:

2.4.1 as a means of communication for a purpose other than that for which the Services are provided, and

2.4.2 for the transmission or receipt of any material which is defamatory offensive or of an abusive or menacing character or otherwise is in breach of Reliance's acceptable use policy.

- 2.5 Any Equipment supplied by Reliance further to a rental agreement remains the property of Reliance and must be made available for collection on the expiry or termination of this agreement.
- 2.6 The Customer will not procure or be party to an agreement or arrangement to provide or receive telecommunications material, Services or services similar to the Services by way of telecommunication provision via the Equipment without the permission of Reliance in writing and the prior payment in full for the Equipment.
- 2.7 Reliance will use reasonable endeavours to provide the Customer with the Services by the dates agreed and to continue to provide the services until this agreement is terminated. Reliance will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Reliance is supplying network services as part of the Services the Customer must provide to Reliance details of all the related services that it wishes to receive relating to any telephone number that the Customer wishes to use. Reliance will provide network Services through such party as it deems appropriate.
- 2.8 The Customer shall give Reliance at least 30 days written notice in the event that above average use of the Services is likely to occur. Reliance shall not be liable for failure/withdrawal of any part of the Services should such notice not be given.
- 2.9 Reliance's acceptable use policy and fair usage policy form part of this agreement and includes any restrictions imposed on Reliance by the provider to it of the Services and/or Equipment and is designed to protect the level and quality of the services that Reliance offers to all of its customers and permits Reliance to regulate the Customer's use of the Services.
- 2.10 Where Reliance provides software to the Customer as part of the Services and/or Equipment Reliance hereby licences the software to the Customer solely for the use of the same by the Customer in connection with the Services and/or Equipment. This licence automatically terminates on termination of this agreement. Reliance does not warrant that the software will be error-free and the Customer hereby agrees to make proper back-ups of all data.
- 2.11 The Customer shall notify Reliance promptly of any faults or other problems experienced with any Services. If the Customer reports a fault in the Service or any Equipment, Reliance will use all reasonable endeavours to resolve the fault itself, for its own systems, and with any Third Party Service Provider for any Third Party Service. Where any fault is with a Third Party Service, then the fault will be handled in accordance with the fault handling procedures and standard service levels of each Third Party Service Provider, including as to response times and the hours and days during which any faults will be worked on. Reliance and any Third Party Service Provider will only be obliged to work on rectifying the fault during their respective normal working hours and days, and Reliance may make a reasonable charge and may pass on any Third Party Service Provider Charges, if the Customer wishes work to continue outside such normal working hours and days. If the Customer reports a fault and Reliance or the Third Party Service Provider finds that there is no fault, or that the Customer has caused the fault, Reliance may make an Additional Charge to the Customer for any work and may pass on any resulting Third Party Service Provider Charges.

3. Term

- 3.1 This agreement shall commence on the date hereof and subject to the remaining terms of this Clause 3 shall continue for the Minimum Term and thereafter until terminated by either party giving to the other not less than 30 days prior written notice expiring at the end of the Minimum Term or at the end of any subsequent period as appropriate, such notice to be sent by recorded delivery mail effective on the date the notice is received by Reliance.
- 3.2 Either party shall be entitled forthwith to terminate this agreement by giving written notice to the other if:
 - 3.2.1 the other commits a continuing or material breach of this agreement and, if the breach is capable of remedy, fails to remedy it within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - 3.2.2 an administrator takes possession or a receiver is appointed over any of the property or assets of the other party, the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively

agrees to be bound by or to assume the obligations imposed on the other party under this agreement); or

3.2.3 the other party ceases, or threatens to cease, to carry on business.

3.3 Reliance may terminate this agreement immediately if:

3.3.1 any licence or agreement under which Reliance or the Customer has the right to run its telecommunications system and in the case of the Customer connect it to the Reliance system is revoked, amended or otherwise ceases to be valid; or

3.3.2 the Customer is suspected, in the reasonable opinion of Reliance, of involvement with fraud or attempted fraud in connection with use of the Services or this Agreement; or

3.3.3 Reliance reasonably suspects that the Customer is unable to pay or is refusing to pay Reliance charges and/or budget plan payments.

3.4 For the purpose of clause 3.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

3.5 A waiver by either party of a breach of a provision of this agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.

3.6 If the Customer gives less than the specified amount of written notice to terminate this agreement (as per Clause 3.1) or ceases to use the Services or a part thereof (including reduced usage) or attempts to terminate this Agreement prior to the expiry of the Minimum Term, Reliance reserves the right to invoice the Customer upon termination for the loss it suffers, which includes:

3.6.1 loss of revenue for the short notice given for the balance of the Minimum Term based upon an average of 6 calendar months bills of the Customer in which periods the Customer has made full use of the Services (or such lesser period as is available), and

3.6.1 any clawback for hosted handsets provided free of charge which will be charged at £95 per handset.

3.7 In the event of termination by either party for any reason:

3.7.1 Reliance shall be entitled to recover from the Customer the Equipment or cost thereof as appropriate, including where appropriate, but not limited to the cost of installing or removing the Equipment, all liabilities, claims, costs, losses and expenses incurred by Reliance including the engineering costs and of providing the Services and all losses suffered by Reliance by way of third party claw-back where such claw-back is due to the breach by the Customer of this agreement or the third party agreement;

3.7.2 Until such time as the Customer has transferred to a new provider, Reliance shall be entitled to amend its charges to its standard published usage charges.

3.7.3 If the Customer instructs Reliance to port a geographic number to a service provider other than the original range holder, Reliance has the right to charge the Customer a porting fee of £15 for each number.

3.8 The rights to terminate this agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach. Continued use of the Services post termination will result in Reliance levying its standard published usage charges for all Services used, which charges the Customer shall pay immediately upon demand.

4. Access to premises

4.1 To enable Reliance to comply with its obligations under the Agreement:

4.1.1 the Customer shall allow or procure permission for Reliance and any other person(s) authorised by Reliance to have reasonable access to the Customer's premises and the Services' connection points or, where network connection services form part of the Services, such location on the Customer's premises and/or any neighbouring premises as Reliance reasonably requires and shall at all times provide such reasonable assistance as Reliance requests.

4.1.2 Reliance will endeavour to carry out work by appointment and during normal working hours, but may request the Customer to provide access at other times. If at the request of

the Customer Reliance carries out work outside its normal working hours the Customer will be responsible for Reliance's reasonable additional charges.

4.1.3 the Customer shall carry out such site preparations as Reliance may reasonably require.

4.2 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, Reliance will charge for the work and the costs incurred.

4.3 The Customer hereby duly authorises Reliance, its dealers and agents to reprogram and or remove existing access equipment in order to provide the Services.

5. Charges and Payment

5.1 Following the expiration of a trial period that may be provided to the Customer at the sole discretion of Reliance and unless otherwise specified in writing by Reliance the Customer agrees to pay Reliance's charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Reliance within thirty days of the start of the provision of the Services and in accordance with the applicable tariffs. Where network connection and/or line rental services form part of the Services the charges shall be paid in advance.

5.2 Usage charges will be such charges for the use of the Services by the Customer as Reliance may notify to the Customer from time to time by e-mail or by post. Details of the Customer's current charges can be obtained by emailing Reliance at info@reliancenetworks.co.uk with full account details. Usage charges payable shall be calculated by reference to any data recorded or logged by Reliance or its service carrier and not by reference to any data recorded or logged by the Customer. Reliance shall be entitled to estimate the usage charges in circumstances where the relevant data is not available to Reliance in a timely manner, and any estimated usage charge shall be reconciled on a subsequent invoice.

5.2.1 Unless otherwise stated all other amounts due from the Customer to Reliance shall be paid within 30 days of the date of Reliance's invoice.

5.3 Where Reliance incur site survey, provisioning, engineering or other fees (whether its own or to a third party) associated with meeting the customer's requirements and/or subsequently the line does not become operational for any reason then Reliance have the right to charge the customer fees of up to £150 per line together with any charges levied on Reliance by a third party in bringing the associated infrastructure up to the relevant standard.

5.4 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Reliance (such failure to pay being a material breach of this agreement), Reliance may charge the Customer an administration fee of £12 and interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above Royal Bank of Scotland PLC's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.5 The price for the Services is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Reliance.

5.6 The Customer agrees to pay Reliance in full without any set-off all sums due to Reliance under this Agreement.

5.7 Reliance shall be entitled to require the Customer to pay a deposit in respect of future usage charges and the Customer shall pay the amount so required within 7 days of a request for the same.

5.8 The Customer authorises Reliance to vary the amount, frequency and time of any Direct Debit to such level as Reliance deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer (b) to reduce such indebtedness of the Customer to Reliance and/or (c) to such other operational matter affecting the Services as Reliance shall in its discretion deem reasonable.

5.9 If any Direct Debit is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 15 days of its date, then without prejudice to any right or remedies under this Agreement, Reliance shall from the time of such failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Reliance an administration fee of £25. For the avoidance of doubt the time of payment is of the essence of this Agreement and a failure to pay on time or the cancellation of a Direct Debit shall be a material breach of contract allowing Reliance to terminate this Agreement immediately.

- 5.10 Should the Customer have any dispute with regard to the usage charges or any other charges, the Customer shall give written notice to Reliance of the amount in dispute and the reason for the dispute. Any rectification or amendment of such disputed charges are limited to the 6 months prior to the written notification being received by Reliance and remains at Reliance's sole discretion such discretion not to be unreasonably withheld. Such notice must be received prior to the Customer not paying any amount due to Reliance, failing which the Customer shall be deemed to be in breach of contract and clause 3.3.3 shall apply together with clause 5.9 and clause 5.4 in respect of the entire balance. The Customer shall remain liable to pay all amounts not in dispute in accordance with the terms of this agreement.
- 5.11 The Customer remains liable for all charges whether the Customer or someone else used the services and whether the services were used with the Customer's knowledge and consent or otherwise including and not limited to calls made by a rogue callers and calls made by any third party who has gained unauthorised access to the Customer's system.
- 5.12 Reliance retain the right to vary the charges set out in the tariff at any time upon giving the Customer 7 days notice such notice to be given either on the monthly invoice or on www.reliancenetworks.co.uk and continued use of the Service is deemed acceptance of these changes.
- 5.13 Any calls that are routed by any means beyond the control of Reliance and for which you are invoiced by another provider will remain the responsibility of the customer.

6. Suspension of the Services

- 6.1 Reliance shall be entitled, for business, operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on Reliance by its licence or by any other competent authority (including any network provider), to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer whether on a temporary or permanent basis provided that Reliance gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.
- 6.2 If the Customer is in breach of a material term of this agreement Reliance may at its sole discretion and upon giving the Customer written notice elect to suspend without compensation the provision of Services for a period not exceeding 14 days. If the breach is capable of remedy and is remedied by the Customer within the 14-day period then Reliance shall recommence the provision of Services. If the breach is not capable of remedy or if so capable is not remedied within the period of 14 days, then Reliance shall have the option of either terminating this Agreement under the provision of clause 3.2 or of continuing the Services.
- 6.3 Notwithstanding and without prejudice to any of its rights under this Agreement, Reliance reserves the right to withdraw the Services or any part thereof at any time if the monthly charges to the Customer are not, in the opinion of Reliance, sufficient to make provision of the Services viable for Reliance.

7. Liability

- 7.1 Nothing in this agreement shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.
- 7.2 If the Services fails to operate or the Customer diverts traffic to another carrier, Reliance will not be responsible for that carrier's charges.
- 7.3 Neither party shall be responsible to the other in contract, tort or otherwise for any loss of business, loss of data, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever save that this exclusion shall not apply to the fraudulent activities of either party nor to any claw-back or other loss suffered by Reliance pursuant to the determination by an airtime services provider that the Customer has used and/or provided services using the Equipment and/or Services which it deems a gateway.
- 7.4 Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either party's obligations under this Agreement shall be limited to £1,000,000 for any one incident or series of incidents and £2,000,000 in aggregate.
- 7.5 Neither party shall be liable to the other for any damage or loss which may be incurred by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God failure or shortage of power supplies, trade dispute, any act or omission of Government, highways, regulatory bodies, other public telecommunication operators or other competent authority, or supply of services by third parties.

8. General

- 8.1 Reliance reserves the right to change the provider of the Services to it at any time; further Reliance reserves the right to change these terms and conditions at its sole discretion by giving the Customer not less than 14 days notice and continued use of the Services thereafter will be deemed acceptance of such changes.
- 8.2 A notice required or permitted to be given by either party to the other under this agreement shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and, save in respect of a notice pursuant to clause 3.1, shall be deemed served on the second day after the same has been posted.
- 8.3 If any provision of this agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected
- 8.4 The Customer shall not assign sub-license, delegate or otherwise deal with all or any of its rights and obligations under this agreement without Reliance's prior written consent, such consent not to be unreasonably withheld. Nothing in this agreement shall be deemed to grant to the Customer a licence to use any software or other intellectual property right (which shall include the Reliance trade marks) other than strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Customer shall not be entitled to sub-license any such software or other intellectual property right.
- 8.5 These terms and conditions together with any terms set out in the order constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to clause 8.1 and 5.2, may not be varied except in writing and signed by Reliance or varied orally and then confirmed in writing by Reliance. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In entering into this agreement the Customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this agreement, but nothing in this agreement affects the liability of either party for fraudulent misrepresentation.
- 8.6 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.
- 8.7 The laws of England shall govern this agreement, and the Customer agrees to submit to the exclusive jurisdiction of the English Court

9. Mobile Services

- 9.1 In respect of Mobile Services and unless Reliance advise otherwise the Customer shall enter into an agreement direct with the Airtime Services Provider and is responsible for all aspects (including the management) of that airtime service agreement. Reliance shall assist the Customer wherever possible in the management of the airtime service agreement.
- 9.2 Reliance will be paid commission (initially and on an ongoing basis) by the Airtime Service Provider for introducing the Customer and other customers to it. Such commission may be clawed back in certain circumstances due to the act or omission of the Customer, including if the airtime service agreement is terminated or in respect of gateway or unauthorised use by the Customer. The Customer shall indemnify Reliance against any such claw-back and immediately on demand pay to Reliance an amount equivalent to that clawed-back.
- 9.3 Where the Customer is offered a Hardware Fund and/or an Airtime Fund, any such fund shall only be available for the duration of the Minimum Term. The Hardware Fund may only be used to fully or partially subsidise the cost of mobile handsets, however the Customer you may take some or all of your allocated Hardware Fund as a credit against their account only if agreed by Reliance in writing in advance. Should the Customer fail to use the Hardware Fund and/or your Airtime Fund within the Minimum Term any remaining balance will not be carried forward.

Reliance IP Networks Ltd

Mobile Subscriber Service Terms and Conditions

1. Your Agreement

- 1.1 It is your responsibility to make sure the SIMs are only used to access Services as permitted in this agreement.
- 1.2 This agreement does not cover the supply of your Handset. The manufacturers of Handsets are not related to us. Any terms relating to Handsets will be given to you separately.
- 1.3 You agree that we, any network provider, any hardware suppliers or lease company can process your organisation's information, which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage an account for Services, to deliver products and services ordered by you, for security and emergency service support, for credit checking and fraud prevention, and for product analysis and direct marketing.
- 2.1 We may vary any of the terms of your agreement on the following basis. We will let you know at least one month in advance if we decide to:
 - (i) discontinue the Services; or
 - (ii) make any variations to your agreement which are likely to be of detriment to you; or
 - (iii) increase the fixed periodic charges for the Services (if applicable) by an amount which is more than the percentage increase in the Retail Prices Index Figure (or any future equivalent) in any twelve month period.
- 2.2. You can end the agreement for such variations as explained in Section 7. Subject to the above, you will not be able to end the agreement if such variation or increase:
 - (i) is due to changes to the law, government regulation or licence which affect us; or
 - (ii) relates solely to Additional Services;

If you carry on using Services after the variation commences, you will be deemed to have accepted the variation.

3. Services

- 3.1 We will open an account for you and provide you with a SIM and a phone number (and we may agree to provide you with additional SIMs and phone numbers on your request).
- 3.2 Our network provider owns each SIM and each SIM remains their property at all times. You are being allowed to use the SIM by us on a limited licence to enable you to access Services, in accordance with the terms of this agreement. We or they may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use our SIM to obtain Services from us.
- 3.3 Each SIM may only be used in Handsets which are enabled for Services and are authorised by us for Connection to our network. Any attempt to use the SIM in other Handsets may result in serious damage to the Handset and may prevent you from being able to use it, including the making of emergency calls. In these instances, we or our network provider are not responsible for any such damage or usage problems.
- 3.4 Handsets which can be used to access Services may be locked to the network. The software in the Handset and all intellectual property rights in that software is owned by the Handset manufacturer and you are being allowed to use the software on a limited licence from the Handset manufacturer. During the term of your Agreement for the supply of Services, you must not permit your Handset to be unlocked via any unauthorised manner (i.e. by anyone other than us or the Handset manufacturer). You must contact us if you want your Handset to be unlocked from our network. If you contact us to request that your Handset be unlocked from our network, we will arrange for your Handset to be unlocked in an authorised manner (which may include replacing your Handset with an unlocked Handset, which is the same or similar specification to your Handset) and you must pay an unlocking administration charge. In addition, you must ensure that there are no outstanding amounts owing on your account. Prior to us arranging for your Handset to be unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Handset which you may require, as this may be lost during the Handset unlocking process. We are not responsible for any information or any other

data which may be lost during the Handset unlocking process. This clause will not apply to you if you have purchased your SIM on a SIM-only basis.

- 3.5 Once you are Connected, we will provide you with access to our Services. The Services will include Premium Services, provided you ask for them and we approve, and may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from the Age Restricted Services to anyone under 18.
- 3.6 You will also be able to upload and send your own content using the Services. You grant us and our network provider a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Services.
- 3.7 We may:
- (i) change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content; and
 - (ii) also determine how Services are presented and delivered to the Handset or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time.
- 3.8 We will always try to make Services available to you. However, Services are only available within our coverage area. Within this, there may be areas where you do not have access to all Services or where coverage is otherwise limited or unavailable.
- 3.9 There may be situations when Services are not continuously available or the quality is affected and so we cannot guarantee continuous fault-free service. For instance:
- (i) when we or our network provider need to perform upgrading, maintenance or other work on the network or Services;
 - (ii) when you move outside our service area whilst you are on a call (in this case calls may not be maintained);
 - (iii) when you are in areas not covered by our network. In these cases Services rely on other operators' networks where we have no control; and
 - (iv) because of other factors outside our control, such as the features or functionality of your Handset, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.
- 3.10 Charges for international and national roaming Services shall be made available to you after such charges have been received by us. Due to the nature of these Call types they may be invoiced to you several months in arrears and there shall be no time restriction on the invoicing of these Calls and standard payment terms shall apply to these charges.
- 3.11 Notwithstanding clause 3.10, charges for other mobile Calls may be invoiced up to 12 months in arrears and standard payment terms shall apply to these charges.
- 3.12 Where you are offered a Hardware Fund and/or an Airtime Fund as part of your tariff, any such fund shall only be available for the duration of the Minimum Term. Your Hardware Fund may only be used to fully or partially subsidise the cost of your Equipment, however you may take some or all of your allocated Hardware Fund as a credit against your account only if agreed by us in writing in advance. Should you fail to use your Hardware Fund and/or your Airtime Fund within the Minimum Term any remaining balance will not be carried forward.

4. Customer Obligations

- 4.1 Our network provider owns the SIM and it remains their property at all times, you must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms. There will be a charge for any replacement SIM, unless, it is defective through faulty design or workmanship.
- 4.2 You must keep all PINs and passwords secure and confidential. You are also responsible for the security of your Handset and must ensure that you keep it secure (refer to the Handset manufacturer's user guide for details of how to keep your Handset secure).

- 4.3 You should immediately change your PIN or password if you become aware that someone is accessing Services on your account without your permission.
- 4.4 You may only use Services:
- (a) as laid out in this agreement; and
 - (b) for your own personal use. This means you must not resell or commercially exploit any of the Services or content.
- 4.5 You must not use Services, the SIM or phone number or allow anyone else to use Services, the SIM or phone number for illegal or improper uses. For example:
- (iv) to download, send or upload content of an excessive size, quantity or frequency. We will contact you if your use is excessive; and
 - (v) in any way which breaches any security or other safeguards or in any other way which harms or interferes with our network, the networks or systems of others or Services;
- 4.6 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Services and your account. You must only use Handsets authorised by us for Connection to our network and also comply with all relevant legislation relating to their use.
- 4.7 We may publish an acceptable use policy which provides more detail about the rules for use of certain Services in order to ensure that use of Services is not excessive, to combat fraud and where Services we may introduce require certain rules to ensure they can be enjoyed by our customers.
- 4.8 While using the Messaging Services, you must not send or upload:
- (i) anything that is copyright protected, unless you have permission;
 - (ii) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
 - (iii) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 4.9 We may put limits on the use of certain Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.
- 4.10 While we have no obligation to monitor the Messaging Services or Storage Services, if you exceed our use limits set out in our fair use policy, or we are made aware of any issues with your use of these Services, (for example, if we are made aware that you are using Services in any of the ways prohibited in Section 4.8 above) we reserve the right to remove or refuse to send or store content on your behalf.
- 4.11 If you are under 18, you are not permitted to access our Age Restricted Services (if any). If you are 18 or over and you access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 use your Handset.
- 4.12 If you use Services from a country outside the UK, your use of the Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations.

5. Intellectual Property Rights

- 5.1 All rights, including copyright in Services and their content, belong to us, a network provider or our licensed source, such as a content provider. We and they reserve all our and their rights.

6. Suspension of Services

- 6.1 We may Suspend any or all of the Services you use without notice if:
- (i) we reasonably believe you have provided us with false or misleading details about yourself;
 - (ii) we advise you that your excessive use of Services (as may be defined in accordance with Section 4.7 above) is causing problems for other users, and you are continuing to use Services excessively;
 - (iii) we believe your Handset or SIM has been lost or stolen;

- (iv) we reasonably believe that you have used Services, the SIM(s) or a phone number for illegal or improper purposes in contravention of our responsible use requirements in Section 4 above;
 - (v) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you are using Services in any of the ways prohibited in Sections 4.5, 4.8 and 4.11). If this happens, we will deal with the complaint in the manner set out in Section 7;
 - (vii) we are required to suspend your Services by the emergency services or other government authorities; or
 - (viii) we reasonably believe you have permitted your Handset to be unlocked via any unauthorised manner and/or have not paid any relevant Charges due in contravention of Section 3.4 above.
- 6.2 We may turn off your Messaging Services if they are inactive for an extended period of time. If we turn off your Messaging Services we will have no obligation to maintain any of the content in your Messaging Services, or to forward any unopened or unsent messages to you, or anyone else.
- 6.3 If we Suspend any or all of your Services, you will still be able to make emergency calls (unless they have been Suspended at the request of the emergency services).
- 6.4 If your Services are Suspended, we may agree to re-Connect you if you ask us to do so and there may be a re-Connection Charge for this.

7. Termination

- 7.1 You may end this agreement in the following ways:
- (a) You can end the agreement during your Minimum Term (if you have one) by giving notice at least 30 days before the date you want to end the agreement. However, you must pay us all the Charges you owe, plus any Cancellation Fee.
 - (b) On 30 days' notice, outside the Minimum Term. You can end the agreement if your agreement does not contain a Minimum Term, or if you want to end the agreement at the end of your Minimum Term or any time after your Minimum Term has expired, provided you give notice to Customer Services at least 30 days before the date you want to end the agreement.
 - (c) Within one month of a detrimental variation to your agreement. You can end the agreement within one month of us telling you about a variation to your agreement which is likely to be of detriment to you. You must give written notice within that month and your agreement will finish at the end of that month once we receive your notice.
- 7.2 If your agreement does not have a Minimum Term, or the Minimum Term has expired, we can end this agreement by giving at least 30 days' notice of ending the agreement.
- 7.3 In the following cases, we may end your agreement immediately and you have to pay all the Charges you owe up until we Disconnect you:
- (i) if we have the right to Suspend your Services on any of the grounds in Section 4.5 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;
 - (ii) if we believe that your use of our Services, are jeopardising the operation of our, our network provider's, or are of an unacceptable nature; or
 - (iii) No network access or Services. We may end your agreement if we no longer have access to other operators' networks which we need to provide Services, or if we are no longer able to provide Services due to factors beyond our control or because we cease business.
- 7.3 Once you are Connected, you can only end this agreement in the ways set out in this Section 7. However, if you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be affected by this section. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

8. Effect of this agreement ending

- 8.1 If this agreement ends, we will close your account and Disconnect you and you will not be able to use Services or make emergency calls.

8.2 You must immediately pay all Charges you owe up to the date the agreement ends. If we end the agreement due to your conduct or if you end your agreement within the Minimum Term, the Charges will include a Cancellation Fee.

9. Liability

9.1 All of our obligations to you relating to Services are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.

9.2 Except as set out in 9.3:

- (i) all other terms, conditions and warranties relating to Services are excluded;
- (ii) our, our network operator's and its MNO's, entire liability to you for something we do or don't do will be limited to £3,000 for one claim or a series of related claims; and
- (iii) we, our network operator and its MNO, are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Services. We, our network operator and its MNO, are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.

9.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

9.4 We will try to ensure the accuracy, quality and timely delivery of Services. However:

- (i) we and any network operator accept no responsibility for any use of, or reliance on, Services or their content, or for any disruptions to, or any failures or delays in, Services. This includes, without limitation, any alert Services or virus detection Services; and
- (ii) subject to these Terms and Conditions and our Standard Terms and Conditions, we and any network operator do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. They are provided to you on an 'as is' basis;

9.5 We and any network operator will not be liable:

- (i) for any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or
- (ii) if we or they cannot carry out our duties, or provide Services, because of something beyond our control.

9.6 You may be able to use Services:

- (i) to upload, email or transmit content using Services; and
- (ii) to access content which is branded or provided by others and to acquire goods and services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or services. We and our network operator are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.

9.7 This Section 9 will apply even after this agreement has ended.

10 Privacy

10.1 We may pass and share your organisation's information and user's personal information to any network provider, other communications service providers and network operators for the detection and prevention of theft and fraud, and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.

10.2 If you use Services from a country outside the UK it may be necessary to transfer your information to that country. If that country is outside of the EEA, the treatment of your personal information may be subject to laws and regulations applying in that country and which may not protect your information to the same standards applying in the UK and the EEA.

10.3 You must keep any passwords and PIN numbers relating to your account and the Services safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately and ask us to change them. This is your responsibility.

11. Other terms

11.1 This agreement is governed by English law unless you live in Scotland in which case, it will be governed by Scottish Law. Each of us agrees to only bring legal actions about this agreement in a UK court.

11.2 If you, or we or any network provider delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us or them, from taking action later.

11.3 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.

11.4 We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement, provided that your rights under the agreement or any guarantees given by us to you are not affected. No other person (other than our assignee, if any) may benefit from this agreement.

11.5 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number for Services.

11.6 You confirm that you have full contractual capacity to agree to the agreement.

11.7 This agreement is entered into by us for the benefit of us and any network provider.

12. GSM Gateways and VoIP

12.1 You shall not connect any GSM Gateway to the network.

12.2 You shall not use the Services for the purposes of Voice-over-Internet-Protocol service or similar service, unless otherwise agreed in writing by us.

Glossary for Terms of Services

Additional Services: additional or supplemental services for which a charge is made in addition to the fixed periodic charges for the Services (if applicable).

Age Restricted Services: any Services for use only by customers 18 or over.

Cancellation Fee: means, a fee charged if we end the agreement due to your conduct or if you end your agreement within the Minimum Term. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting the Services and our payments to operators, network providers, stores or agents.

Charges: charges for access to, and use of, Services. These charges may cover (without limitation) fixed periodic charges, usage charges, account administration fees, fees for Connection and re-Connection, a Cancellation Fee (where applicable) and any costs incurred in collecting outstanding payments from you.

Connection: the procedure by which we give you access to Services. 'Connected', 'Connecting', and 're-Connection' have corresponding meanings.

Damage: any accidental, sudden and unforeseen damage to the Handset caused by external means which affects the operational functioning of the Handset.

Disconnection: the procedure by which we stop your access to Services. 'Disconnected' and 'Disconnecting' have corresponding meanings.

GSM Gateway: any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.

Handset: the device or mobile handset that is authorised by us for Connection to the network which is used to access Services.

Messaging Services: any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let you communicate with others.

Minimum Term: the minimum fixed term for the supply of Services.

MNO: the mobile network operator providing network services to Gamma Telecom Ltd.

Premium Services: any Services which are charged at premium rates. You can only access these Services – such as international calling and international roaming – with our approval.

Services: the services offered by us, including call services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which we agree to provide for you.

SIM: a card which contains your phone number and enables you to access Services.

Storage Services: any Services which offer you storage capacity on the network for storage of content which you access from us.

Suspension: the procedure by which we temporarily Disconnect your access to the Services. 'Suspend' has a corresponding meaning.