

## VISION MOBILE NETWORK SERVICES TERMS AND CONDITIONS

Your agreement with us (this "Agreement") is made up of the following documents:

- (i) The Order Form or Voice Recording;
- (ii) These Terms and Conditions for Mobile Network Services;
- (iii) Our Standard Terms and Conditions
- (iv) The relevant Tariff for the Services we agree to provide to you (where applicable); and
- (v) any further conditions relating to specific services (where applicable).

All Terms and Conditions are available at [www.visiontelecomsolutions.co.uk](http://www.visiontelecomsolutions.co.uk)

### Definitions

**"Activation"** means when you call us to Activate your SIM Card (or we Activate it in accordance with these Conditions) to enable you to access the Service. "Activate" and "Activated" have corresponding meanings.

**"Additional Services"** means additional or supplementary Services for which a Charge is made in addition to the fixed periodic Charges for the Services (if applicable).

**"Age Restricted Services"** means any Services for use only by customers aged 18 or over.

**"Alternative Access Networks"** means UK mobile networks operated on our behalf from time to time by providers other than the Primary Network Access provider;

**"Artificial Inflation of Traffic" or "AIT"** shall have the meaning given to it in the BT standard interconnect agreement as amended from time to time and for the avoidance of doubt includes any situation where Calls other than Calls to geographic number ranges commencing with the digits 01, 02 or 03: (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of Calls which would be expected from a good faith usage or an acceptable and reasonable commercial practice relating to the operation of telecommunications systems;

**"Bolt On"** means a package for inclusive usage that is added to a Bundle or Tariff. Bolt On usage may be shared or per user as specified in the Tariff.

**"Bundle"** means any monthly subscription which includes an inclusive usage allowance (or fair usage allowance) of predefined usage types.

**"Call"** means a signal, message or communication which is silent, spoken or visual that we agree to

**"Charges"** means charges for access to, and use of, Services. These charges may cover (without limitation) fixed periodic charges, variable 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.

**"Conditions"** means these Conditions for Mobile Services and the Conditions for Communication Services.

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

**“Damage”** means any accidental, sudden and unforeseen damage to the Equipment caused by external means which affects the operational functioning of the handset.

**“Disconnection”** means the procedure by which we stop your access to Services. ‘Disconnect’, ‘Disconnected’ and ‘Disconnecting’ have corresponding meanings.

**“Emergency Planning Measures”** means the measures that may be taken as a result of our or any network provider’s obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004 or any similar law.

**“End User”** means a person using a Service, who is an employee or contractor of yours or any other person you give permission to use the Service under this Agreement.

**“Equipment”** means any handsets, hardware or accessories that are authorised by us for Connection to the network which is used to access Services.

**“Femtocell Equipment”** means the Femtocell Service equipment as supplied by us from time to time.

**“Femtocell Service”** means the enhanced 3G service provided through the Femtocell Equipment.

**“GSM Gateway”** means 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 event.

**“Messaging Services”** means 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 Number of Connections”** means the minimum number of active connections you agree to maintain on your account for the Minimum Term.

**“Network Provider”** means the providers we use to provide the Services.

**“Nuisance Calls”** means an unwanted Call that causes annoyance, inconvenience or anxiety to the receiver of the Call, and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature, and/or Calls which cause the called person to experience silence when the Call is answered in circumstances where the called person has no means of establishing whether there is a person at the other end of the line.

**“Overseas Networks”** means telecommunication systems outside the UK used (but not controlled) by us in providing the Services.

**“Port”** means the transfer of a mobile number under this Agreement to or from a different network provided by another supplier.

**“Primary Access Network”** means the 3G and 4G radio access network of our choice operated on our behalf by the Primary Access Network provider but excluding any 2G network.

**“Service”** or **“Services”** means all or part of the Services provided under this Agreement and any related services that we agree to provide to you under this Agreement.

**“SIM or SIM Card”** means a card which enables you to access the Services.

**“Software”** means a machine executable computer program, software module or software package or any part thereof supplied by us or the Software licensor to you irrespective of how it is stored or executed.

**“Storage Services”** means any Services which offer you storage capacity on the network for storage

of content which you access from us.

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

**"Tariff"** means our tariff or bundle or hardware price list referred to in the Agreement, product order form, connection schedule, proposal or other document and as amended from time to time.

**"we" and "us"** means Vision Mobile UK Limited, whose main place of business is Hawthorn House, Mediclott Close, Great Oakley, Corby, Northamptonshire NN18 9NF who also trade as Vision Telecom Solutions.

**"you"** means the customer we make this Agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge. It also includes any End Users where the context requires.

## **THE SERVICES AND USE OF THE SERVICES**

### **1 Provision of the Services**

1.1 We are providing you with mobile services using approved SIM Cards and network resources ("the Services")

1.2 Services will be provided within the network area of our supplier in the UK and by roaming on to other networks.

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.

1.4 All Purchase Orders/Contract from you to us shall be subject to these Terms and Conditions and they shall form part of and govern the contract between us and you.

1.5 Notwithstanding we may have given a quote or an estimate for a Purchase Order/Contract we will have absolute discretion on whether to accept or decline a Purchase Order/Contract and if accepted by us that shall be deemed to be an acceptance for the purpose of a binding contract.

1.6 These Terms and Conditions shall override any terms and conditions that may have applied between us and you previously and no waiver or variation to these Terms and Conditions shall be effective unless agreed to by a director of us in writing.

1.7 We accept no liability or responsibility for any previous contracts you may have with other providers and it is your responsibility to cancel and/or settle any balances due.

### **2 Phone number and SIM**

2.1 SIM Cards shall remain the property of us at all times and you shall be entitled to use the SIM Cards (including any Software they contain).

2.2 You warrant that SIM Cards are only used with your authorisation and you will inform us as soon as is reasonably practicable after you become aware that a SIM Card is lost, stolen or damaged. You shall be liable for any loss or damage suffered by you as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that you have notified us that such SIM Card is being

used without your authorisation. Following such notification, the SIM card will be barred for all usage but we are unable to bar the equipment itself unless the equipment was provided by us. You will be liable for all costs until such time you request the bar to be placed.

2.3 We shall allocate telephone numbers to you which you shall only use to access the Services. We may reallocate or change such telephone numbers as a result of changes in applicable law or instructions from any regulatory authorities, but will exercise reasonable endeavours to minimise any disruption to you. We may withdraw telephone numbers that have been allocated to you as a result of your failure to comply with this Agreement.

2.4 If you decide to Port a mobile telephone number allocated to you by us, we shall release your mobile telephone numbers for your nominated mobile network operator to transfer in accordance with OFCOM regulations.

2.5 Each SIM may only be used in equipment which are enabled for Services and are authorised by us for Connection to our network. Any attempt to use the SIM in other equipment may result in serious damage to the equipment and may prevent you from being able to use it, including the making of emergency Calls. In these instances, we or any network provider are not responsible for any such damage or usage problems.

### **3 Services and Coverage**

3.1 Once you are Connected and Activated, we shall use reasonable endeavours to provide you with the Services and to ensure the security of your communications at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service and it is always possible that the quality or coverage may be affected at times.

3.2 When you are being connected and activated there may be downtime and a temporary loss of service. We accept no liability for any losses you incur whilst you are being connected and activated.

3.3 We shall use reasonable endeavours to give you access to Overseas Networks; however, we shall not be responsible for the performance of Overseas Networks or any part of the network not controlled by our supplier. Overseas Networks may be limited in quality and coverage, and access and service availability depends on the arrangements with overseas operators. Liability is expressly excluded in contract, tort or otherwise in relation thereto. We will notify you of any terms of access (if any) that you need to comply with to use Overseas Networks.

3.4 You acknowledge that, in respect of any roaming services forming part of the Services, certain additional terms and conditions may be imposed by third party operators which may affect the provision of Services. we make no warranty as to the quality, fitness the continuity or provision of the Services as may be affected by services provided by third party operators, and expressly excludes liability whether in contract, tort or otherwise.

3.5 Please be advised that when roaming, customers may receive welcome messages promoting Roaming products (minutes, text, data bundles). Customers should be aware that we **do not** support direct network roaming products and any attempt to subscribe will be unsuccessful. As an alternative, we offer a number of products to assist users when roaming worldwide including Euro Travel, World Travel Select and a large selection of roaming bundles.

3.6 When roaming customers should be aware that UK allowances (free minutes, text, data) will not apply abroad. Customers will receive additional charges for roaming and these prices/costs are

available upon request or by visiting [www.visiontelecomsolutions.co.uk](http://www.visiontelecomsolutions.co.uk) .

3.7 You will be able to upload and send your own content using the Services. You grant us and any network providers a royalty-free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Services.

3.8 We may:

(a) 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;

(b) determine or change how Services are presented and delivered to the equipment or are otherwise made available to you; and

(c) migrate the Services to alternative Network as determined by us at any time and the Customer will co-operate with us during the migration.

3.9 Where we provide you with any usage alerts, you accept that these are on a reasonable endeavours basis and we have no liability should we, for any reason, fail to send or be late in sending or you fail to receive for any reason such usage alert and you agree you will remain liable for all usage costs incurred whether we alerted you to such usage or not.

3.10 Where you opt in to an international roaming bolt on you accept and agree to pay for all roamed usage outside of any bundle allowance.

3.11 Where you opt to take any automatic top up bundle you accept there will be no limit to the amount of times the bundle will auto top up and you agree you will be liable for all automatic top up charges.

#### **4 Limitation of Services**

4.1 We will always try to make Services available to you. However, Services are only available within our supplier's 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.

4.2 Where you take the MultiNet Service, should coverage on our Primary Access Network be unavailable at any time, your SIM Card will automatically pick up Alternative Access Networks as may be available in your location. Should you be on a call at the time the call will terminate whilst your SIM Card connects to an Alternative Access Network. Where coverage on our Primary Access Network becomes available again your SIM Card will automatically revert to this network, this will not happen whilst you are on a call unless coverage on the Alternative Access Network becomes unavailable. We do not guarantee you will always have access to an Alternative Access Network and this is subject to coverage available in your location at the time. There may be a delay while your SIM Card connects to either our Primary Access Network or an Alternative Access Network.

#### **5 Disruption to Services**

5.1 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:

(a) when we or any network provider need to perform upgrading, maintenance or other work on the

network or Services;

(b) when you move outside our coverage area whilst you are on a Call (in this case Calls may not be maintained);

(c) when you are in areas otherwise not covered by our network;

(d) during any technical failure of the network;

(e) when it is necessary to safeguard the security and integrity of the network or to reduce the incidence of fraud;

(f) where Artificially Inflated Traffic has been identified;

(g) due to Emergency Planning Measures; or

(h) 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 or electromagnetic obstructions.

5.2 We shall endeavour to keep all such disruptions to a minimum and shall give you notice of such disruptions where reasonably practicable.

## **6 Suspension of Services**

6.1 We may Suspend any or all of the Services you use immediately and without notice, compensation or liability to you if:

(a) we reasonably believe you have provided us with false or misleading details about yourself;

(b) we advise you that your excessive use of Services (as may be defined within these Terms and Conditions or within fair usage policies as may be published from time to time) is causing problems for other users, and you are continuing to use Services excessively;

(c) we believe your equipment or SIM Card has been lost or stolen;

(d) we reasonably believe that you have used Services, the SIM Card or a phone number for illegal or improper purposes or to make Nuisance Calls in contravention of our responsible use requirements within these Conditions;

(e) 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). If this happens, we will deal with the complaint in the manner set out in clause 18;

(f) we are required to Suspend your Services by the emergency services or other government authorities;

(g) we reasonably believe you are using the Service for a voice over internet protocol service or similar service that is not authorized by us;

(h) where a SIM Card has been inactive for two consecutive quarters;

(i) we reasonably suspect you are using a GSM Gateway;

(j) your usage is adversely affecting the operation of the mobile network or provision of the mobile

services;

(k) your usage is or may adversely affect the operation of the mobile network or any third party network or provision of the mobile services or the provision of services by us to any other person;

(l) we suspect fraudulent, criminal or illegal activities are being carried out, or are likely to be carried out.

6.2 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).

6.3 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.

6.4 If your Services are Suspended you will remain liable for all charges under this Agreement.

## **7. SIM Cards and Equipment**

7.1 We may supply Equipment in addition to the SIM Card and Service. If we have hired or leased Equipment to you, the terms of your hire or lease agreement will apply in respect of such Equipment and the remainder of this clause 7 shall apply in relation to the SIM Card only.

7.2 We shall bear the risk of loss or damage to any Equipment and SIM Cards provided by us under this Agreement until the point of delivery to you. Subject to clause 7.2, you shall bear the risk of loss or damage to Equipment and SIM Cards from the time the delivery is made and the delivery note or system is signed. You do not have the right to return any Equipment unless there is a proven fault with the Equipment. We are unable to exchange Equipment once delivery has been accepted.

7.3 You shall notify us in writing within 24 hours of receipt if Equipment or SIM Cards arrive having been damaged, or if the order has been incorrectly fulfilled. You shall notify us in writing within 10 working days of confirmation of our order acceptance if you do not receive the Equipment or SIM Card and following such notification, we shall replace damaged new Equipment or SIM Cards, Equipment lost or stolen in transit free of charge. You shall notify us in writing within 10 working days of receipt if Equipment does not operate (dead on arrival) and following such notification, we shall replace the dead on arrival Equipment as soon as reasonably practicable.

7.4 Subject to clause 2.1, title to Equipment shall pass to you as soon as we have received payment for it in full. Where Equipment is free of charge, title shall pass at the end of the minimum Contract Term. For the avoidance of doubt, title in SIM Cards shall remain with us. If the Contract is terminated prior to expiry of the Minimum Contract Term then all equipment must be returned to us. If goods are not returned within 10 days of the Contract termination you shall be charged for the goods at the recommended retail price.

7.5 Where Equipment supplied to you by us becomes faulty for reasons other than through your acts, omissions or misuse within the manufacturer's warranty period, you shall return such Equipment to us at our cost and we shall replace the Equipment in accordance with our returns policy as applicable at the time. Any out-of-warranty replacements shall be at our Tariff applicable at the time. Should we agree to a repair or a replacement, 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 will be lost during the repair or replacement process. We are not responsible for any information or data which may be lost during the repair or replacement process.

7.6 If you report a fault and we find that there is none or the fault is caused by you then we may apply

a charge.

7.7 We do not manufacture Equipment and save for clause 7.4 above exclude, to the fullest extent permissible at law, all warranties, terms or conditions in relation to Equipment, whether implied by law or otherwise.

7.8 You shall not remove or obscure any logo or writing on Equipment that we have supplied to you and which you do not own. You shall replace all batteries and other consumable parts of the Equipment. You shall not, and shall ensure that End Users do not tamper with or attempt to repair or service the Equipment or allow any party other than us to do so. Any attempt to do this may invalidate the manufacturer's warranty. You shall keep all Equipment that we have supplied and which you do not own, in your possession and shall not sell it, place a charge on it or otherwise dispose of it.

7.9 Our supply of Equipment shall be subject to availability. Delivery of Equipment and SIM Cards may be made by way of partial shipments.

7.10 Equipment which can be used to access Services may be locked to the network. The software in the Equipment and all intellectual property rights in that software are owned by the Equipment manufacturer and you are being allowed to use the software on a limited licence from the Equipment manufacturer. On expiry of your Agreement with us should you wish to unlock your Equipment to use with another network, this will be your responsibility.

7.11 Should you take a SIM-only Tariff from us to use with your existing Equipment, or Equipment supplied to you by a third party, then the unlocking of your Equipment will be your responsibility and you agree that we shall not be liable for any direct or indirect costs as a result of you unlocking your Equipment to use with our SIM Cards. For the avoidance of doubt, We will have no liability for faults in Equipment, or any faults in the network service provided to such Equipment.

7.12 All replacement Equipment shall be subject to stock availability and we reserve the right to supply replacement Equipment of a similar specification where necessary.

7.13 If there is a pricing error, or the manufacturer or distributor of the Equipment increases their charge or declines an order after you have placed an order then we shall not be obliged to sell the Equipment to you at the original price or at all. You will have the option to cancel the affected part of your order within 5 days of being notified of the price increase without further liability to us.

7.14 Upon delivery of software or documentation contained within the, or with the, Femtocell Equipment to the Company, we shall grant (or procure the grant) to the Company a licence to use, copy, store and distribute such software and any related documentation in the course of its business for purposes reasonably incidental thereto (including the maintenance of a reasonable number of back-up or test copies of such software), on the following terms:

(a) non-exclusive, perpetual, worldwide, sub-licensable and transferable licence or sub-licence to any End User without additional charge or Gamma's consent; and

(b) royalty-free and fully paid up (subject to payment to Gamma for the Femtocell Equipment); and

(c) subject to any terms and conditions supplied with the Femtocell Equipment.

7.15 The use of software relating to the Femtocell Equipment is restricted to the use of such software in object code form and, except to the extent permitted by applicable law, the Company has no right to adapt, reverse engineer, decompile, disassemble or modify such software in whole or in part.

7.16 You are responsible for ensuring that your broadband service is adequate and compatible with



the Femtocell Equipment, and you accept that functionality may be impacted by other systems used by the broadband providers.

## **8. Orders and Charges**

8.1 Orders are binding on both parties from the date of acceptance by us. If acceptance is not expressed, it shall be deemed to have occurred on dispatch of SIM Card(s) or our activation of your Service. For the avoidance of doubt, if you do not ask us to activate your Service then we will activate your Service within 10 working days of receipt of your order, unless we agree otherwise with you in writing, from which point you will become liable for all Charges and the Minimum Term will commence from that date.

8.2 Where you choose to take a Bundle as your Tariff, all Call types not included in the Bundle and Calls included in the Bundle that exceed the allowance will be chargeable at our standard pricing, or as otherwise agreed in writing.

8.3 All Bundles, metered and unmetered Tariffs are subject to our fair use policy which will be as detailed in our Tariff documentation.

8.4 Unless otherwise specified in the Tariff, bolt-ons must be added at the point of Connection and shall apply for the duration of the Agreement and cannot be removed mid-term. Bolt-ons removed mid-term will be liable for early termination charges.

8.5 Charges for international roaming Services shall be made available to you after such Charges have been received by us. Due to the nature of roamed usage they may be invoiced to you several months in arrears and there shall be no time restriction on the invoicing of such usage and standard payment terms shall apply to these Charges.

8.6 Notwithstanding clause 8.5, Charges for all mobile usage may be invoiced up to 12 months in arrears and standard payment terms shall apply to these Charges.

8.7 We reserve the right to charge you for any fraudulent activity. You accept full liability for any costs, losses and damage incurred as a result of fraud and agree to indemnify us against any costs, loss or damage arising from any fraudulent activity including any costs and expenses reasonably incurred in investigating the fraud.

## **9. Payment and Reclamation of subsidies**

9.1 Subject to the remaining provisions of this clause 9, we may at our sole discretion; provide you with a Subsidy as a result of you entering into the contract/purchase order with us.

9.2 In the event that we provide you with a Subsidy, this may be provided to you by any of the following methods or a combination of them:

9.2.1 Deducing this from the price of the Equipment or the Services which you order from us;

9.2.2 A credit on bill (representing the amount of Subsidy) to you. Such monies will be paid to you:

(a) In full after the expiry of 6 months from the connection date where the applicable Minimum term is 24 months; or

(b) in full after the expiry of 12 months from the connection date where the applicable Minimum

term is 36 months.

9.2.3 using such amount to discharge in full or in part any Termination Charges that are levied upon you by the relevant Network/ Service provider for terminating any previous contract subject to us being provided a copy of the relevant termination invoice from such Network/Service provider.

9.3 Any Subsidy payable by us pursuant to clause 9.2 shall be payable by us after 3 months paid bills provided that:

9.3.1 at all times the connection is still active on the date that the Subsidy (or instalment payment of the Subsidy) falls due;

9.3.2 where the invoice is payable in instalments or after a prescribed period of time the appropriate date has passed:

9.3.3. you are paid up to date and not in arrears at the date of payment

9.3.4 where the

a) invoice is for Termination Charges proof is sent within 3 months and no more than 7 months from the connection date; and/or

b) the invoice is for the payment of monies pursuant to clause 9.2.3, this amount is invoiced during the Minimum Term; and/or

c) the amount claimed is being deducted from the price of Equipment/Services ordered by the customer pursuant to clause 9.2.1, this amount is claimed during the Minimum Term;

9.4 In the event that you fail to claim the Subsidy within the timescales set out in clause 9.3.4 then you shall lose your right to claim the Subsidy.

9.5 You acknowledges that:

9.5.1 the payment of the Subsidy is conditional upon:

a) you maintaining each connection for the Minimum Term; and

b) you not Downward Migrating any connection during the Minimum Term; and

c) such other conditions as are notified to you from time to time by us.

9.6 We shall be entitled to reclaim from you any Subsidy (or proportion of any Subsidy) already paid to you or withhold such amount from any Subsidy yet to be paid to you in the event that:

9.6.1.1 a connection is for whatever reason disconnected prior to the expiry of the Minimum Term; or

9.6.1.2 a connection is for whatever reason Downward Migrated during the Minimum Term; or

9.6.1.3 the relevant network/service provider/airtime distributor (for whatever reason) reclaims or withholds in full or in part from us any connection commission paid to us by the network/service provider/airtime distributor in respect of your connection;

9.6.2 The proportion of the Subsidy that we shall be entitled to reclaim from you shall be the Monthly Subsidy for each month (and such pro rata amount for each incomplete month) of the balance of the Minimum Term which is unexpired at the date of disconnection or the downward migration.

9.6.3 Any such sum reclaimed (or withheld) pursuant to clause 9.6 shall be invoiced to you and such sum shall be payable to us within 5 days of the date of our invoice unless we have withheld monies from you.

9.7 You acknowledge that you are aware that Termination Charges may be imposed not only by the Network/Service Provider but also by previous dealers in accordance with their terms and conditions. It is the Customer's sole responsibility to verify the levels of Termination Charges and we do not accept any liability for checking that the figures provided by you to us are correct.

9.8 The Termination Credit specified on the contract is the maximum amount payable by us in respect of Termination Charges and in no instance will you be entitled to an amount in addition to that.

## **10. Network Termination Payments**

10.1 You acknowledge that you are aware that Termination Charges may be imposed not only by your old Network/Service Provider but also by previous dealers in accordance with their terms and conditions. It is the Customer's sole responsibility to verify the levels of Termination Charges and we do not accept any liability for checking that the figures provided to us are correct.

10.2 You will be responsible for paying any such disconnection fees however you may be entitled to reclaim a credit towards termination charges as per the stated amount on the contract, the specified termination credit amount on the contract is the maximum amount payable by us in respect of Termination Charges and in no instance will you be entitled to an amount in addition to that.

10.3 You will not be entitled to receiving a credit towards termination charges or raise a Termination Invoice until a minimum of 3 months paid bills.

10.5 All Termination credits or Invoices will only be paid to customer subject to receiving the invoice supplied by the Old Provider stating the termination fees along with evidence that the invoice has been paid or the Termination Invoice will be deemed to be invalid.

10.6 If your account falls into arrears at any time you will lose your right to any unclaimed or future Subsidy or termination credit and we will be entitled to recover any Subsidy already paid to you PROVIDED THAT if you pay the arrears you will retain your rights to any Subsidy.

10.8 If you fail to pay any monies properly due then it will be deemed that you have disconnected and all fees that would be due if you are disconnected prior to the end of the Minimum Term will become due and payable immediately.

## **11. Hardware Credit Account**

Where the contract specifies the provision of a Hardware Credit Account the following terms will apply:-

11.1 The amount of credit specified in the contract ("Hardware Credit") will be held on account with us for 12 months from the date specified in the Contract ("the Credit Expiry Date").

11.2 Any Hardware Credit that is not used by the Credit Expiry Date will lapse and the balance of the Hardware Credit Account will automatically revert to nil after the 12 month period.

11.3 The Customer will only be able to use the Hardware Credit Account to purchase Equipment that is specified on our price list and the price of any Equipment ordered will be as specified on our price list.

11.4 For the avoidance of doubt Hardware Credit has no financial value and cannot be converted into cash or credit other than for the purchase of Equipment from us prior to the Credit Expiry Date.

11.5 All Equipment ordered using a Hardware Credit Account will be subject to a delivery charge ("the Delivery Charge"). The Delivery Charge will be charged separately to the provision of the Equipment and Hardware Credit cannot be used to pay for the Delivery Charge.

11.6 If a Customer disconnects or upgrades or downgrades their Contract at any point prior to the Minimum Expiry Date then all Hardware Credit will become null and void. For the avoidance of doubt this does not affect any fees payable in accordance with the other terms and conditions contained herein.

11.7 If we agree to take your equipment in part exchange or as part payment for a new Contract you will provide the Equipment specified on the Contract to us within 7 days of connection to the new Service Provider. If any Equipment is not received by us within the 7 day period then we will be entitled to charge you for the Equipment at the same rates as are specified for the Equipment on [www.mazumamobile.com](http://www.mazumamobile.com) and in that event you will be obliged to pay the cost of the Equipment to us within 14 days of an invoice being raised. In signing the contract you warrant that you have title to all and any handsets provided to us in part exchange.

11.8 If we take your Equipment in part exchange or as part payment for a new Contract the Equipment must be provided in Good Working Condition.

11.9 In the event that Equipment is provided to us in a condition that does not satisfy the requirements of clause 11.8 you will be liable to us for Damages.

11.10 If we agree to take your Equipment in part exchange or as part payment for a new Contract it is your sole responsibility to remove any data that may be stored on the Equipment and we will have no liability to you as a consequence of your failure to remove any such data.

## **12. Insurance**

12.1 We will arrange Insurance for you and you hereby acknowledge and agree to us arranging Insurance on its behalf.

12.2 The Insurance will be free of charge for the first 3 months of the Connection ("the Free Period") excluding iPhone or Apple devices.

12.3 After the expiry of the Free Period the Insurance will be charged for at the standard rates applicable to the Insurance as set out in the contract or Purchase Order/Contract.

12.4 The Insurance will be provided by Supercover Insurance or any other provider who we (in their sole discretion) elect. Full terms and conditions of the Insurance are set out at [www.supercoverinsurance.com](http://www.supercoverinsurance.com). All claims are subject to a policy excess fee which are set out at [www.supercoverinsurance.com](http://www.supercoverinsurance.com). In the event of us using their discretion to elect an alternate provider for the Insurance we will inform the Customer at least 56 days prior to the Insurance provider being changed.

12.5 Where you receive Equipment free of charge ("Free Equipment") as a result of taking out Insurance the following terms will apply:-

12.5.1 If a Customer receives any Free Equipment as a consequence of taking out Insurance but subsequently cancels the Insurance within 3 months of Connection then you are obliged to pay the sum of £25.00 (Twenty Five Pounds) plus VAT per handset to us by way of a contribution to the cost of the Equipment within 7 days of the Insurance being cancelled;

12.5.2 If the Free Equipment provided to you is an iPhone then the sum detailed in Clause 12.5.1 will be increased to £49.99 (Forty Nine pounds and Ninety Nine pence) per handset.

### **13. Software Licence**

13.1 Services provided under this Agreement may contain or use Software. This Software is generally not owned by us. Any Software that is used by our Services shall be governed by the terms of the relevant Software licence provided with the relevant Service. In all other cases, where Software is provided we grant you a non-exclusive, royalty-free licence to use any such Software for the duration of this Agreement.

13.2 Your licence shall be a single user licence. You may make one copy of the Software for back up purposes. If you do not accept the terms of the relevant Software licence, you shall be prohibited from using the relevant feature of the Service to which the Software relates and we shall not be bound to deliver the relevant Service. You shall be responsible for any Software upgrades (including charges) specified by the licensor or us.

### **14 Services – Areas where we have no responsibility**

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

(a) 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

(b) subject to these 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 which are provided to you on an 'as is' basis.

14.2 We and any network operator will not be liable:

(a) for any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or

(b) if we or they cannot carry out our duties, or provide Services, because of something beyond our control, or

(c) for any direct or indirect costs or losses as a result of errors in programming where you use our Fixed Dialling Number SIM functionality; or

(d) where during a port to another provider the other provider fails to take over your Connections for any reason.

14.3 This clause 10 will apply even after this Agreement has ended.

### **15 Others' content and services – Areas where we have no responsibility.**

15.1 You may be able to use Services:

(a) to upload, email or transmit content using Services; and

(b) 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 any network operator are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.

15.2 This clause 11 will apply even after this Agreement has ended.

## **YOUR OBLIGATIONS**

### **16 Use**

16.1 You may supply the Services to your own End Users, but not to any other party. You are responsible for ensuring the compliance of End Users with the terms of this Agreement, all applicable laws and codes of practice which may vary from time to time.

16.2 You shall only use Equipment authorised for use on the network.

16.3 You shall not:

(a) use any Equipment or Services for any purpose that we (acting reasonably) believe is abusive, a nuisance, illegal or fraudulent; or

(b) do anything that causes the network to be impaired or damaged.

16.4 Where you are in breach of your obligations of this Agreement, we shall be entitled to Suspend use of the Services. Before exercising this right, we shall notify you of our intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy); otherwise we shall notify you as soon as reasonably practicable after the Suspension. This right of Suspension shall only apply during the period of breach, although re-instatement of the Service may be subject to the payment of a re-Connection Charge.

16.5 During any period of Suspension, you shall continue to pay all Charges due under this Agreement in respect of the Suspended Services.

16.6 You may use the Services to access the internet and services not provided under this Agreement. We accept no responsibility for these services, including where in accessing such services, you give unauthorised parties access to the Equipment.

### **17 Secure your PIN, Passwords and SIM Card**

17.1 You must ensure that you keep the SIM Card 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 and Conditions. There will be a charge for any replacement SIM Card, unless the original SIM Card is defective.

17.2 You must keep all PINs and passwords secure and confidential. You are also responsible for the security of your Equipment and must ensure that you keep it secure (refer to the Equipment manufacturer's user guide for details of how to keep your Equipment secure).

17.3. You should immediately change your PIN or password if you become aware that someone is accessing Services on your account without your permission.

### **18 Responsible use of Services**

18.1 You may only use Services and any Equipment:

(a) as set out in this Agreement; and

(b) for your own personal use in the course of business. This means you must not resell or commercially exploit any of the Services or content.

18.2 You must not use Services, SIM Cards, Equipment or telephone numbers or allow anyone else to use Services, the SIM Cards or telephone numbers for illegal or improper use or to make Nuisance Calls. For example, but not limited to:

(a) for fraudulent, criminal or other illegal activity;

(b) in any way which breaches another person's rights, including copyright or other intellectual property rights;

(c) to copy, store, modify, publish or distribute Services or content (including ringtones), except where we give you permission;

(d) to download, send or upload content of an excessive size, quantity or frequency;

(e) 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;

(f) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload.

18.3 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.

18.4 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. Such a policy may be amended from time to time – for instance, if we discover that the Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain Services is causing problems for us or any network provider, our or their systems or for other users or if we introduce new Services which may require certain rules to ensure that such new Services can be enjoyed by our customers, again, we will let you know if this happens.

18.5 You agree to indemnify us against any and all claims and proceedings arising from breach of clauses 14.2.

18.6 You must notify us if the Equipment is lost or stolen or if you are aware that the Equipment is being used in a way which is abusive, objectionable, illegal, fraudulent, a nuisance or for criminal activities.

18.7 We have the right to make changes to the terms regarding use of Equipment at any time, on notice.

18.8 You agree to provide us with information in respect of the permanent location of any Femtocell Equipment as the same may change from time to time.

## **19 Responsible use of Messaging and Storage Services**

19.1 While using Messaging Services, you must not send or upload:

- (a) anything that is copyright protected, unless you have permission;
- (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

19.2 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 and we reserve the right to remove or refuse to send or store content on your behalf.

## **20 Responsible use of Age Restricted Services**

20.1 If you are under 18, you are not permitted to access 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.

20.2 You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 use your Equipment.

## **21 Responsible use of Services outside the UK**

21.1 If you use Services from or in 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.

## **22 Our Rights – Intellectual Property**

22.1 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. By supplying you with Services and Software, we are not transferring or assigning ownership of any intellectual property rights in or relating to them to you.

22.2 Where we create intellectual property rights during or as a result of the supply by us of Services and Software to you, we or our supplier shall own all such intellectual property rights.

22.3 You must not do anything to jeopardise us or our licensors' intellectual property rights.

## **23 Privacy Notice and Your Information**

23.1 We may pass and share your organisation's information and End Users' 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. We will also use the information for the purposes of providing the Services and for marketing purposes across our Group.



23.2 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 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.

## **24 Guarantee**

20.1 The Director in signing the Purchase Order/Contract hereby agrees to guarantee the liability of you to us at any time.

20.2 The Director acknowledges in signing the Purchase Order/Contract that he has been advised of the need to seek independent legal advice in respect of the liability imposed by this Guarantee.

## **25 Disputes**

All reasonable steps will be taken to resolve any dispute prior to any legal action. If you do have any complaints you should first contact your business specialist or customer services.

## **26 Disclosure of Customer Information**

You consent to us disclosing their personal and business details as detailed in the Purchase Order/Contract to the relevant Network provider and any required credit reference agencies.

## **27 Promotional Material**

You hereby consent to us and selected third parties sending Promotional Materials to you using the details provided. You have the right to unsubscribe from this at any time by writing to us notifying us of this desire.

## **28 Indemnity**

You will indemnify us for all costs losses and expenses incurred as a consequence of breaching any of these terms which shall include all costs incurred in the recovery of any late payments.

## **29 Force Majeure**

Neither party shall be liability for any delay in failure in performing any of its obligations (except payment by you of any sums due under this contract) if such delay or failure arises because of circumstances beyond that party's reasonable control.

## **30 Variation of Terms**

27.1 This Agreement is subject to change in whole or part with 7 days written notice.

27.2 Notice is deemed to have been served when posted to you for whom we have an address and notice has been displayed in the registered office for two weeks from the date of posting. We will not

be responsible for notices which are lost in the post and proof of posting will not be required.

27.3 It is your responsibility to ensure that we have an up to date address and notices will be deemed as validly served if sent to the most recent address that we hold for you.

## **28 Assignment**

We may assign the rights and obligations under this Contract to any other party without reference to you.

## **29 Limitation of Liability**

29.1 Nothing in this agreement shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.

29.2 If the Services fails to operate or the Customer diverts traffic to another carrier, we will not be responsible for that carrier's charges.

29.3 Neither party shall be responsible to the other in contract, tort or otherwise for any:

29.3.1 loss of business;

29.3.2 loss of revenue;

29.3.3 loss of profit;

29.3.4 loss of data;

29.3.5 loss of contracts;

29.3.6 loss of anticipated savings; or

29.3.7. 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 us pursuant to the determination by an airtime services provider that you have used and/or provided services using the Equipment and/or Services which it deems a gateway.

29.4 Our liability to pay Service Credits shall be the maximum extent of our liability and your sole financial remedy for Service Failures.

29.5 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 the value of the Contract. Service Credits paid or credited to you by us will be counted and calculated for the purposes of our maximum liability.

29.6 Neither party shall be liable to the other for any damage or loss which may be incurred by the other party due to Force Majeure.