

PRODUCT SCHEDULE

MOBILE & EQUIPMENT

The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement General Terms and in the event of conflict prevail over the terms of the Framework Agreement General Terms.

1 SCOPE

- 1.1 These Product Terms cover Mobile and related Equipment Products marketed by the Service Provider and defined as:
- i) Mobile SIM only
 - ii) Mobile SIM and Hardware
 - iii) Associated services related to the provision of Mobile and Equipment Products such as Numbers and Number Porting

2 TERM

- 2.1 These Product Terms shall commence on the date of its execution (the "Commencement Date") by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.
- 2.2 Each Order Form will specify the Initial Term, which will be the agreed period that the Service Provider provides the Services to the Customer and that the Customer agrees to pay the relevant Charges to the Service Provider. Unless otherwise specified, each Order Form will have a Renewal Term of twelve (12) months, renewable on each anniversary.

3 ORDERING PRODUCTS

- 3.1 The Customer may order Mobile & Equipment Products by submitting an Order Form in accordance with the terms of the Framework Agreement.
- 3.2 The Customer is responsible for providing the Service Provider with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.
- 3.3 The Service Provider reserves the right to request additional information in order to provide a Mobile and Equipment Product prior to acceptance of an Order Form. Such additional information will be deemed to form part of the Order Form.
- 3.4 In receipt of an Order Form, the Service Provider may carry out credit and fraud prevention checks with a licensed credit reference and fraud prevention agency. In this case, the Service Provider will only accept the Order Form on satisfactory completion of those checks.

- 3.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information.
- 3.6 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers
- 3.7 No terms and conditions contained in any document provided by the Customer to the Service Provider (including without limitation on any Order Form) will apply and any such provisions are hereby excluded.
- 3.8 The Customer may add to or amend existing Mobile and Equipment Products by submitting a new Order Form. The Contract Term for any change will be as set out in the applicable Order Form.

4 ORDER FORM

- 4.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 4.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services to the Customer for the duration of the Term.

5 PROVISION OF SERVICES

- 5.1 The Customer recognises and acknowledges that the Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions, and other causes of interference that may fail or require maintenance without notice.
- 5.2 The Service Provider shall bear no liability to the Customer in connection with any Services provided by an overseas network, third party or Premium Rate provider.

6 CHARGES

- 6.1 Charges for the Services are as agreed on the Order Form and the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit (usage cap) as detailed on the Order Form.
- 6.2 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.
- 6.3 Charges for Mobile and Equipment Products include the following categories:
 - 6.3.1 Activation charges: activation charges are charges made for the provisioning, Connection and activation of a Service and the supply of Equipment. The activation charges which apply to the order are the activation charges in force on the order date and are not subject to change for such order.
 - 6.3.2 Monthly Charges: monthly charges are for the rental of a Service.

- i) If the monthly charge is subject to a discount for a fixed period, after that period, the standard tariff applicable on the order date will apply.
 - ii) After the Initial Term, the applicable monthly charges are the standard rates published by the Service Provider.
 - iii) Monthly charges are due monthly in advance unless otherwise agreed on the Order Form.
- 6.3.3 Call charges: The applicable call charges are calculated in accordance with the Customer's usage and the rates for calls agreed on the Order Form or as published as standard rates by the Service Provider.
 - i) Call charges are due monthly in arrears, or on notice from us to you, more frequently.
- 6.3.4 Other charges: Other charges are charges identified in the standard rates that may relate, without limitation, to such matters as Service upgrades or migration, feature activation, excess usage charges, change of address or early termination.
 - i) Other Charges are due as described in the standard rates
- 6.4 The Service Provider reserves the right to move the Customer to standard rates at the end of the Initial Term and if the Customer is not on a renewable contract.
- 6.5 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 6.6 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.
- 6.7 The Customer is responsible for payment of all calls made using the Service unless otherwise stated on the Order Form.
- 6.8 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. The Customer can only terminate this if the Customer provides the Service Provider with 90 days written notice prior to the Initial Term end date or 30 days' written notice prior to each of the subsequent 'renewal' periods.
- 6.9 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term or subsequent renewal period, then 100% of the charges for the Services for the remainder of the Initial Term or subsequent renewal period are payable in full.
- 6.10 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

- 6.10.1 In the case that a Customer transfers a number from a Vodafone contract to the Service Provider and terminates within 12months, the Service Provider reserves the right to charge a migration fee.

7 CUSTOMER OBLIGATIONS

- 7.1 The Customer acknowledges that the System is operated under license and by agreement with the Network Operators and that the provisions of the said licenses and agreements apply to the use of the Service.
- 7.2 The Subscriber hereby undertakes:
- 7.2.1 Not to use or permit the use of the System for any unlawful, immoral or improper purpose including the use of unlawful GSM SIM gateways or any purpose not recommended by the equipment manufacturer or the Network Operators or the Service Provider
 - 7.2.2 To comply with any reasonable instructions issued by the Service Provider relating to the System, the equipment or the Service and to use only the Equipment approved by the Network Operators and the British Approvals Board of Telecommunications
 - 7.2.3 Not to reverse, or permit anyone else to reverse, the charges on any telephone call
 - 7.2.4 Not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Service to be impaired
 - 7.2.5 Not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity and shall notify the Service Provider immediately upon becoming aware of any such activity.
- 7.3 Should the Service Provider incur additional claims, damages, losses (including loss of profit, other economic loss or legal fees) due to Customer breach of this Product Schedule the Customer will be liable for these.
- 7.4 Risk of damage to or loss of the Equipment shall pass to the Customer upon receipt of the Equipment by the Customer
- 7.5 The Customer shall be liable for the repair of Equipment connected under this Product Schedule which becomes faulty or damaged and is outside the manufacturer's warranty.
- 7.6 All Customer obligations under this Agreement shall remain in force during any period where Equipment is undergoing repair.

8 VARIATION

- 8.1 The Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.
- 8.2 The Service Provider may vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.

- 8.3 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so.

Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

“Charges”	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 6;
“Commencement Date”	has the meaning given to it in Clause 2.1;
“Connection”	the connection of the equipment or SIM card to the selected tariffs and Systems.
“Equipment”	means the equipment necessary to provide the Services;
“Initial Term”	means, the Minimum Contract Period as specified in the Order Form;
“Network Operators”	means the mobile networks
“Number Porting”	means the transfer of a mobile number or Service to any alternative Service Provider and Network Operator.
“Order Form”	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
“Service Commencement Date”	means the date of activation;
“Service(s)”	the provision of airtime, together with those services identified in this Product Schedule and as specified on the Order Form.
“Services”	means the Services as specified on the Order Form;
“System(s)”	means together the mobile SIM, Equipment and Airtime provided by the Network Operator