

AdEPT TELECOM PLC MOBILE & EQUIPMENT AGREEMENT

1 DEFINITIONS - In these Terms and Conditions, the following expressions shall have the following meanings:

- (A) "AdEPT" AdEPT Telecom plc with company registration number 04682431 and registered office: One London Wall, London EC2Y 5AB.
- (B) "Agreement" This Agreement, all sides completed, and all other associated schedules in writing.
- (C) "Charges" Call charge, access charge, connection charge, minimum airtime charge, value added service charge means the charges as described and at the rates appropriate to the chosen tariff.
- (D) "Connection" "Connected" The connection of the equipment or SIM card to the selected tariffs and Systems.
- (E) "Migration" Means the transfer of a mobile number to any alternative service provider on the same network.
- (F) "Party/Parties" Means AdEPT and the Subscriber either separately or together.
- (G) "Payment Date" The date determined by AdEPT on which AdEPT invoices fall due for payment.
- (H) "Porting" Means the transfer of a mobile number or Service to any alternative Service Provider and Service Operator.
- (I) "Service(s)" The provision of airtime, together with those services identified in this Agreement, by means of the Systems offered by AdEPT.
- (J) "Service Operators" Means the mobile networks
- (K) "Service Provider" Means any mobile service provider or agent through whom mobile contracts can be facilitated or provided.
- (L) "Subscriber" The account holder responsible firstly for meeting the Charges.
- (M) "Subscriber Apparatus" Means the approved equipment and SIM Card connected to the Service Operators network.
- (N) "Transfer of Ownership" Means the transfer of the mobile handsets from the ownership of AdEPT to another third party mobile Service Provider or agent.
- (O) "Upgrade" Any supply of a new handset or mobile device.

2 ACCEPTANCE OF APPLICATION

- 2.1 In connection with this account application AdEPT will carry out credit and fraud prevention checks with a licensed credit reference and fraud prevention agency & this agency will retain a copy of the search. Information from the application details of the account will be recorded and may be shared with other organisations to help make credit decisions about you and members of your company and for debt collection and fraud prevention purposes.
- 2.2 AdEPT will only accept the application overleaf when the Subscriber passes a credit check to the Service Operators satisfaction. This Agreement, together with the terms contained overleaf, constitutes the entire contract between the Subscriber and AdEPT, and the terms of this Agreement shall apply to the exclusion of all others whether implied or proposed by the Subscriber orally or in writing unless expressly accepted in writing by AdEPT.

2 CONNECTION TO THE SYSTEM AND PROVISION OF THE SERVICE

- 2.1 The Subscriber 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 may fail or require maintenance without notice.
- 2.2 AdEPT shall bear no liability to the Subscriber whatsoever in connection with any Service provided by an overseas network, third party or Premium Rate provider.

3 PAYMENT

- 3.1 The Subscriber will pay any agreed charges for hardware contributions.
- 3.2 All payments must be received within fourteen (14) days of AdEPT's invoice date.
- 3.3 Any sums due to AdEPT from the Subscriber which are unpaid for more than fourteen (14) days after the Payment Date shall bear interest at the rate of three per cent (3%) above the base rate of Barclays Bank PLC calculated from the date payment was due to the date of actual payment becoming cleared funds.
- 3.4 Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges.

4 OBLIGATIONS OF THE SUBSCRIBER

- 4.1 The Subscriber acknowledges that the System is operated under License and by agreement with the Service Operators and that the provisions of the said Licenses and agreements apply to the use of the Service. The Subscriber hereby undertakes:
 - 4.1.1 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 Service Operators or AdEPT;
 - 4.1.2 To comply with any reasonable instructions issued by AdEPT relating to the System, the equipment or the Service and to use only the Subscriber Apparatus approved by the Service Operators and the British Approvals Board of Telecommunications;
 - 4.1.3 Not to reverse, or permit anyone else to reverse, the charges on any telephone call;
 - 4.1.4 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.
 - 4.1.5 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 AdEPT immediately upon becoming aware of any such activity.
- 4.2 Should AdEPT incur additional claims, damages, losses (including loss of profit, other economic loss or legal fees) due to Subscriber breach of this Agreement the Subscriber will be liable for these.
- 4.3 The tariff chosen at the acceptance of this Agreement will remain the minimum tariff selected for the initial contract term and the terms and conditions of the selected tariff apply.

- 4.5 The rates/tariffs/cashback/equipment subsidies that AdEPT makes available to the Subscriber are subject to the length of contract chosen and its terms and are based upon the predicted or anticipated revenue over the contract term including notice period. The Subscriber is therefore expected to honour the contract, revenue and its terms. In the event that the Subscriber fails to do so, AdEPT reserves the right to either request the safe return of the hardware or raise an invoice charge for the cost of the hardware or cashback as detailed in Clause 6.2.

5 LIMITATION OF LIABILITY

- 5.1 Nothing in this Agreement shall limit or restrict or be deemed or construed so as to limit or restrict the liability of AdEPT or the Subscriber for death or personal injury to any person caused by its negligence.
- 5.2 Subject always to the provisions of Clause 5.1 above, the total liability hereunder of AdEPT in contract, tort or otherwise (including negligence) shall, in respect of all claims under this Agreement, not exceed the total amounts paid to AdEPT by the Subscriber under this Agreement, or £5,000 whichever is the lower amount.
- 5.3 Subject to the provisions of Clause 5.1 (above), AdEPT shall not be liable hereunder, in contract, tort or otherwise (including negligence) for any indirect or consequential losses whatsoever or otherwise howsoever arising including without limitation, loss of profits, revenues, business, contracts, anticipated savings or any other indirect or consequential losses whatsoever and in this Clause 5.3, "anticipated savings" means any saving that the Subscriber anticipated making as a consequence (whether directly or indirectly) of entering into this Agreement.
- 5.4 Where the Subscriber deals as a consumer, nothing in this Agreement shall affect the Subscriber's statutory rights.

6 TERMINATION AND NON-COMPLETION OF THE CONTRACT

- 6.1 Where Subscriber Apparatus is provided to the Subscriber by AdEPT, then notwithstanding delivery and acceptance of the Subscriber Apparatus, title in the Subscriber Apparatus shall not pass to the Subscriber until completion of the contract, including notice period. If the contract is terminated early, for whatever reason, the Subscriber Apparatus remains the property of AdEPT.
- 6.2 Following any non-completion of the contract, in the event of the provision of discounted, free of charge or subsidised Subscriber Apparatus or cashback, AdEPT reserves the right to either:
 - request the safe return of such Subscriber Apparatus undamaged and in good repair (except for reasonable wear and tear) from the Subscriber to AdEPT at the Subscriber's expense; or
 - invoice the Subscriber at full replacement charge plus VAT at current market price for any mobile device, data-card or modem on a pro-rata basis against the remaining contract term; or
 - invoice the Subscriber for the pro-rata proportion of the cashback against the remaining contract term.
- 6.3 Equipment must be returned to AdEPT, in line with Clause 6.2 above, within 14 days of any disconnection, Transfer of Ownership, Porting or Migration. Invoices must be paid in accordance with the payment terms detailed in Clause 3.

7 FORCE MAJEURE

AdEPT shall not be liable for any breach of this Agreement, nor any damage resulting there from whether direct, indirect, consequential, financial or otherwise, if and to the extent that such breach arises as a result of any Act of God, acts or omissions by any Government, other Administrative Body or Service Operators, sabotage, riot, explosion, acts of terrorism, controls, restrictions, prohibitions or other Acts of any Local or National Government (including any requirement connected to the Licensing Arrangements) or industrial disputes of any kind or any act beyond the direct control of AdEPT.

8 ASSIGNMENT

AdEPT may at any time assign this Agreement to any third party it considers suitable.

9 CONFIDENTIALITY

Neither Party will disclose to any third party without the prior written consent of the other Party any confidential information which is received from the other Party as a result of this Agreement. Both Parties agree that any confidential information received from the other Party will only be used for the purposes of providing or receiving the Services. For the purposes of this Clause 9, confidential information includes business plans, concepts, methodologies and structures, product specifications, technical information, new product information, methods of product delivery, and any other technical and commercial information, inventions or ideas (whether patentable or not) of either Party which is not in the public domain.

10 MISCELLANEOUS

- 10.1 Additional services may be added to this Agreement subject to the Subscriber's written confirmation and acceptance by AdEPT.
- 10.2 Risk of damage to or loss of the Subscriber Apparatus shall pass to the Subscriber upon receipt of the Subscriber Apparatus by the Subscriber.
- 10.3 The Subscriber shall be liable for the repair of equipment connected under this Agreement which becomes faulty or damaged and is outside the manufacturer's warranty. All Subscriber obligations under this Agreement shall remain in force during any period where equipment is undergoing repair.
- 10.4 Where there is a conflict between this Agreement and any other terms and/or conditions mentioned in or printed on any correspondence exchanged between the parties, this Agreement shall prevail unless expressly agreed otherwise and in writing.
- 10.5 References in this Agreement to persons shall include, but not be limited to, bodies Corporate, Unincorporated Associations and Partnerships. References to the singular shall include the plural and vice versa.