
Connect it Communications
Mobile Terms and Conditions

third party charges. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation. Details of applicable fees are available on request. We may charge interest on all overdue amounts from time to time on a daily basis at a rate of 2% above the base rate of the Royal Bank of Scotland plc, to run from the due date of payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.

- 9.9 Any invoices which are disputed must be done so within 3 months of the Invoice Date otherwise the invoices will be deemed to be correct. If you wish to dispute an invoice you must write to us and provide us with (i) nature and reason for dispute, (ii) amount in dispute, (iii) any evidence to support the disputed amount.
- 9.10 If your Spend is less than the Committed Spend at the end of the Committed Period or Subsequent Contract Period, then we reserve the right to charge you the Reconciliation Charge
- 9.11 If at the time after the first three months from the Connection Date the number of Connections you hold is less than the Minimum Holding then we reserve the right to review and/or vary the Tariff; Hardware Fund, Price List or the terms thereof on written notice to you.
- 9.12 The Hardware Fund (where applicable) is offered on the following terms:
- (a) We may vary the Hardware Fund or the terms of this clause 9.11 at any time by giving you notice. The variations will apply after the effective date of the notice of change.
 - (b) We reserve the right at any time during the Contract to withdraw the Hardware Fund including any remaining credit amount of the Hardware Fund and/or the right to any future credits against the Hardware Fund in respect of new Connections (if applicable).
 - (c) You may drawdown from the Hardware Fund by sending a Hardware order form (which are available through Customer Services) to us or by providing us with a pre-authorised (by a duly authorised representative) purchase order.
 - (d) On receipt of an order in accordance with clause 9.11 (c) above, the value of the order will be offset against the Hardware Fund (where applicable) and any amount over and above the available Hardware Fund shall be treated as a Charge payable in accordance with this clause 9.
 - (e) Unless otherwise agreed by Connect it Communications in writing, the Hardware Fund can be used solely for the purposes of offsetting Charges for Equipment listed on the Price List.
 - (f) In the event that this Contract is suspended for any reason under clause 12 below, we reserve the right to suspend the Hardware Fund or any terms thereof.
 - (g) In the event that this Contract is terminated for any reason under clause 13 below, the Hardware Fund will be withdrawn and any residual credit balance of the Hardware Fund will be retained by us. For the avoidance of doubt, any residual credit balance of the Hardware Fund shall have no

Connect it Communications
Mobile Terms and Conditions

monetary value and you shall have no right to any payment, future use or credit in relation to such residual balance.

- (h) We reserve the right to offset any credit amount of the Hardware Fund against any monies due and payable by you to us,
 - (i) No VAT is applied to the Hardware Fund or any drawdown from the Hardware Fund and no invoice or credit note will be issued by us in respect of any VAT in this regard.
- 9.13 Any credits (including the Hardware Fund) accrued in the Equipment Account and/or Airtime Account may be used solely for the purposes of offsetting Charges for Equipment and/or Airtime respectively, do not have any monetary value, and you are not entitled to:
- (a) use any credits accrued in the Equipment Account to offset Airtime Charges or vice versa; or
 - (b) offset any credits accrued in the Equipment Account or the Airtime Account against any outstanding debt; or
 - (c) any payments from any credits accrued in the Equipment Account or the Airtime Account; or
 - (d) any future use of credits accrued in the Equipment Account or the Airtime Account upon termination of this Contract.
- 9.14 You will be responsible for any additional Charges arising as a result of your misuse of the Services and/or the Equipment including without limitation the use of the SIM Card otherwise than with Equipment supplied by Connect it Communciations.
- 9.15 For all Services, if you are entitled to a refund or credit from us, we will apply the amount that we owe you as a credit to your account with us, which we will then offset against the invoice(s) that we subsequently issue to you (whether under this Contract or, at our option, any other contract between you and us), until the credit balance is extinguished. If the Contract (and any other contract between you and us) is terminated before the credit balance has been extinguished, we will, following receipt of your request to do so, refund the credit balance to you at the end of the month in which you make such request. For the avoidance of doubt, refunds are only available where the Contract (and any other contract between you and us) has ended and you have requested such refund.

10 CREDIT LIMIT/SECURITY PAYMENT

- 10.1 We may perform a credit check on you at any time during the Term. We may at our sole discretion and at any time during the lifetime of the Contract impose a Credit Limit on your account and/or require payment of a security deposit or interim payment by you.
- 10.2 Any Credit Limit imposed can be amended without prior notice. If you exceed such Credit Limit (i) we may demand immediate payment of the Charges and/or suspend the Services; and (ii) you will still be responsible for all Charges incurred including those exceeding the Credit Limit.
- 10.3 If at any time we require you to pay a security deposit under clause 10.1 above we may (i) suspend provision of the Service(s) until we receive payment of the security deposit. We may hold this deposit until you have paid all sums due to us from you under the Contract. If you owe us money we may set off the deposit

Connect it Communications
Mobile Terms and Conditions

against any amount due to us. At our discretion, we may refund your deposit after twelve (12) months of continuous on time bill payments (rather than apply it as a credit as set out in clause 9.15). Subject to clause 9.15, we will refund any deposit we are still holding on request on termination of this Contract. No interest is payable on any deposit held by us.

11 CHANGING THE CONTRACT

- 11.1 This clause 11 applies to all changes to this Contract, except changes to Charges under clause 9.4 above.
- 11.2 We may vary these terms and conditions (including, for the avoidance of doubt, the Charges) at any time by posting the changes on the Connect it Communications Website at least 30 days before such changes come into effect or, where the variation arises due to changes imposed by a Third Party Operator or changes to laws or regulations, as much notice as is reasonably practicable. We will only do this if we have a valid reason, for example to reflect changing arrangements with any Third Party Operator or changing legal, regulatory or business requirements. If any variation of these terms and conditions is likely to cause material detriment to you we will also give you at least 30 days' prior notice of the variation in writing or, if you have provided us with your email address, by email, and we will tell you the date on which the variation will take effect. You agree that, if you decide to use the Services after any variation(s) to these terms and conditions have taken effect, you will be bound by the terms and conditions as varied.

12

SUSPENSION

- 12.1 Connect it Communications may from time to time and without notice suspend the Services (and at Connect it Communications' discretion disconnect the SIM Card from the Network) in any of the following circumstances without prejudice to the liability of you to continue to pay Charges:
- (a) if you fail to comply with any of these terms and conditions (including but not limited to failure to pay any Charges when due) until the failure to comply is remedied;
 - (b) if any direct debit is dishonoured or cancelled;
 - (c) if the Credit Limit for this Contract is exceeded;
 - (d) if you allow to be done anything which in Connect it Communications' opinion may have the effect of impairing the operation of the Services;
 - (e) during any period in which access to the Network is denied or restricted to Connect it Communications by the Third Party Operator;
 - (f) if Connect it Communications becomes aware or reasonably suspects or believes that the Equipment or SIM Card is being used for fraud or the use is fraudulent;
 - (g) in the event of notification of loss or theft of the Equipment or SIM Card;
 - (h) if Connect it Communications becomes aware or reasonably suspect or believes that the Equipment or SIM Card have been reverse engineered, decompiled or modified; or
 - (i) at the request of a representative of you appearing to Connect it Communications to have authority to make such request.

Connect it Communications
Mobile Terms and Conditions

12.2 If Connect it Communications in its sole discretion reinstates the Services following

suspension you may be liable for an administration fee if suspension is due to the default of you.

13 TERMINATION

Termination by us due to your fault

13.1 Without prejudice to any other claims or remedies which Connect it Communications may have against you, Connect it Communications may terminate this Contract by giving notice to you with immediate effect in any of the following circumstances:

- (a) if you fail to comply with any of the terms of this Contract including but not limited to failure to pay any Charges when due; failure to meet the Committed Spend; or failure to maintain the Minimum Holding;
- (b) if you make or offer to make any arrangements or composition with creditors or commits any act or acts which may render you liable to proceedings under the Insolvency Act 1986 or any statutory amendment or re-enactment thereof or where proceedings are commenced against you under that act or any similar act;
- (c) if you do, or allow to be done, anything which in Connect it Communications' opinion will or may have the effect of impairing the operation of the Services;
- (d) if any licence to operate or use the Network under the relevant legislation is revoked or terminated for any reason;
- (e) if the operation of the Network is terminated or if the provision of the Services to Connect it Communications is discontinued for any reason; or
- (f) if information supplied to Connect it Communications by you is false or misleading.

Termination for convenience outside the Committed Period

13.2 Either party may terminate this Contract at any time by giving thirty (30) days' prior written notice of termination to the other party, such notice not to expire before the end of the Committed Period. As a condition of the Services, you agree that when you end the Services (or any or all of them) you will pay a Service Termination Charge.

Termination for convenience within the Committed Period

13.3 If you seek to terminate this Contract prior to the expiry of the Committed Period, we shall be entitled to charge the Termination Fee (unless you are terminating under clause 13.4). As a condition of the Services, you agree that when you end the Services (or any or all of them) you will also pay a Service Termination Charge.

Termination resulting from changes to the Contract

13.4 Subject to clause 13.5, you shall be entitled to terminate any individual Service by providing 30 days' notice in writing if:

- (a) we increase the prices or the Charges in respect of that specific Service pursuant to clause 9.3 and that increase is to your material detriment; or
- (b) we substantially vary the terms of this Contract that relate to that specific Service pursuant to clause 11 and that variation is to your material

Connect it Communications
Mobile Terms and Conditions

detriment, provided that such notice is provided to us within 30 days of the date that the change is notified to you.

For the avoidance of doubt, any price or Charges increases that would not have increased your immediately previous monthly total bill for that specific Service (if the increase(s) had applied for the whole of that month) by more than the greater of: (i) the Retail Price Index (RPI); or (ii) the Consumer Price Index (CPI) annual inflation rate at the date we notify you of the applicable price increase; or (iii) 10%, shall not constitute a material detriment to the Customer under this clause 13.4.

- 13.5 The right to terminate a Service in clause 13.4 above shall not apply where the increases in prices or Charges or the variation of the terms of the Contract have been agreed by you (including an RPI change, as defined in clause 9.4) and/or arise as a consequence of a change in prices, terms or otherwise made by Third Party manufacturers, Third Party suppliers or a regulatory body.
- 13.6 Termination of a Service in accordance with clause 13.4 will not affect your obligation to pay the Charges relating to that Service incurred prior to the date of termination, but, in this event, you shall not be liable for any Termination Fee.

Consequences of termination

- 13.7 Upon the termination of this Contract Connect it Communications shall disconnect the Equipment and the SIM Card from the Network.
- 13.8 On termination of this Contract all outstanding Charges and other sums due to Connect it Communications shall be paid forthwith.
- 13.9 Termination of this Contract howsoever arising shall be without prejudice to the rights, duties and liabilities of the parties accrued prior to termination. Those Clauses in this Contract which are intended (expressly or by implication) to have effect after termination shall remain binding on the parties notwithstanding termination.
- 13.10 If on termination you wish to port any telephone number to any other service provider Connect it Communications shall:
- (a) be entitled to charge a reasonable porting charge; and
 - (b) shall not be obliged to comply with any porting request unless and until you have fully complied with all your obligations under this Contract (including the payment of all Charges due) which, in the event of termination within the Committed Period (if any) shall include all Line Rental Charges due during the Committed Period.
- 13.11 All SIM Cards supplied hereunder to you for use on the Network shall at all times remain the property of the Third Party Operator. If a replacement SIM Card is required, Connect it Communications may charge for such supply.

14 ASSIGNMENT

- 14.1 You may not assign or transfer the benefit or sub-contract or alienate your obligations under this Contract to any third party without the prior written consent of Connect it Communications.
- 14.2 Connect it Communications may assign or transfer the benefit of this Contract to any third party and may sub-contract the performance of all or part of the same.

Connect it Communications
Mobile Terms and Conditions

15 DELIVERY AND RISK OF AND EQUIPMENT

- 15.1 Equipment supplied by Connect it Communications shall be at your risk immediately on delivery into your premises (or into custody on your behalf, if sooner) and should be insured accordingly.
- 15.2 A delivery schedule should be agreed with Connect it Communications prior to placing the order. While Connect it Communications will endeavour to comply with the time(s) for delivery specified in such schedule or any other such agreed time(s) Connect it Communications shall not in any circumstances be liable for any failure to do so.
- 15.3 Connect it Communications reserves the right to charge carriage if you refuse to accept delivery of Equipment supplied by Connect it Communications in response to a duly authorised order received from you.
- 15.4 Equipment shall be signed for on receipt and shall be deemed to have been checked and accepted by you on the date of such signature.
- 15.5 The Equipment shall remain the property of Connect it Communications (or its third party suppliers) until paid for in full by you. Until such time as the ownership of the Equipment has passed to you, you shall hold it on Connect it Communications' behalf and keep it safe, insured and identified as Connect it Communications' property.
- 15.6 Until such time as the ownership of the Equipment passes to you, Connect it Communications shall (subject to clause 15.7) be entitled to ask you to return the Equipment to Connect it Communications.
- 15.7 Connect it Communications agrees that it will not exercise its rights under clause 15.6 where you have entered into a nominated airtime contract and are duly performing your obligations as to payment under it and we have been paid all outstanding monies referred to at clause 9.

16 DATA PROTECTION

- 16.1 In relation to the Services, we are not processing Personal Data (where Personal Data has the meanings as defined in the Data Protection Legislation) on your behalf. In relation to Personal Data for which we are the Data Controller (as defined in the Data Protection Legislation), we will process such Personal Data in accordance with our Privacy Notice which can be found on our website at www.connect-it.co/terms-conditions/.

17 INTERNET ACCESS

- 17.1 If you have a Mobile Phone and/or Device which enables access to the internet the following terms and conditions also apply to you:
- (a) either ourselves or our contractual partners may provide links to other web sites or resources. We do not endorse, nor do we make any warranty as to the accuracy, completeness, reliability or continuous supply of the content or information contained on any third party sites or resources accessed via the Services;
 - (b) all content made available on the internet (directly or indirectly) through using the Services, whether publicly posted or privately transmitted, is the sole responsibility of the party from which such information originated. You

Connect it Communications
Mobile Terms and Conditions

are entirely responsible for all information uploaded, emailed or otherwise transmitted via internet access;

- (c) we will not be responsible for any loss or damage you may suffer from any dealings with third parties. Any dealings with products or services provided by third parties which are located by using our Services or via the Connect it Communications Website, are solely between you and that third party, unless we specifically state otherwise; and
- (d) your ability to access a secure internet environment will be dependent on your Mobile Phone and/or Device and the third party supplier of

18 CONFIDENTIALITY

18.1 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 Contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing or receiving services. These restrictions will not apply to any information which:

- (a) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause 18; or
- (b) is acquired from a third party who owes no obligation of confidence in respect of the information; or
- (c) is or has been independently developed by the recipient.

18.2 Notwithstanding clause 18.1, we will be entitled to disclose your confidential information to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.

19 OUR LIABILITY TO YOU

19.1 Nothing in this Contract limits or excludes our liability:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us; or
- (c) for any liability incurred by you as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

19.2 Subject to clauses 19.1 and 19.3

- (a) we shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or

Connect it Communications
Mobile Terms and Conditions

- (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to the total amount paid or payable by you under the Contract during the 12 months preceding the event giving rise to such liability.
- 19.3 We are not liable to you in contract or tort (including negligence) for any acts or omissions of you or any party other than us, including other providers of telecommunications, computers or other equipment and/or hardware or services including internet services.
- 19.4 You are responsible for the security of your use of the Services including, but not limited to, protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software, and having disaster recovery processes in place.
- 19.5 Where you are or become aware of any matters which you know or ought reasonably be expected to know constitute a threat to the security of the Services you will immediately advise us of such matters.
- 19.6 If you have bought Equipment, where new, it is sold with the benefit of and subject to the terms applicable to such warranty or guarantee as is given by the manufacturer of the Equipment and/or Hardware but subject to clause 19.7.
- 19.7 In respect of any Equipment, no liability is accepted under any warranty or for any defect resulting from the following:
- (a) fair wear and tear;
 - (b) rain, water or other liquid damage;
 - (c) accidental or wilful damage;
 - (d) negligence;
 - (e) abnormal working conditions;
 - (f) failure to follow the manufacturer's instructions (whether oral or in writing); or
 - (g) misuse or alteration or repair of the Equipment without the manufacturer's approval.

20 THIRD PARTY RIGHTS

- 20.1 Save as provided by the terms of this Contract a person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

Connect it Communications
Mobile Terms and Conditions

21 WAIVER

- 21.1 The failure or delay by Connect it Communications in exercising any right, power or remedy of Connect it Communications under this Contract shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by Connect it Communications of any right, power or remedy under this Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy. Any waiver of a breach of, or default under, any of the terms of this Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Contract.
- 21.2 The rights, powers and remedies provided in these terms and conditions are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 21.3 Where you are more than one person, your obligations hereunder are joint and several. Where any liability of one or some but not all of them arising out of an obligation which is both joint and several is discharged, whether by release, accord and satisfaction or otherwise, the other persons who are subscribers shall continue to be jointly and severally liable on that obligation.

22 NOTICES

- 22.1 Notices must be in writing and shall be served by hand delivering it or sending it by pre-paid first class post, or registered post, or prepaid recorded delivery or prepaid international recorded airmail addressed to the other party at the address shown on the contract application or any other address as notified in accordance with this Clause or e-mail to the address notified by each party to the other.
- 22.2 Any such notice shall be deemed to have been received:
- (a) if hand delivered or sent by prepaid recorded or registered post or international recorded airmail at the time of delivery;
 - (b) if sent by post (other than by recorded or registered post) two days from the date of posting;
 - (c) if sent by airmail (other than prepaid recorded airmail) five days from the date of posting;
 - (d) in the case of e-mail, a copy of the e-mail must also be sent by first class post.

23 ENTIRE CONTRACT

- 23.1 The Contract sets out the whole contract between you and us for the provision of the Service and supersedes all prior arrangements, understandings and Contracts between you and us.

24 ENFORCEABILITY

- 24.1 If any particular clause of the Contract shall be or be held to be invalid or unenforceable by any court or other competent body or authority, the enforceability of any other clauses in this Contract shall not be affected and they shall continue in full force and effect.

25 EXPORT CONTROL

- 25.1 Delivery of the Equipment or the End-User Licensed Software to you may be subject to export control law and regulations. Connect it Communications does not

Connect it Communications
Mobile Terms and Conditions

represent that any necessary approvals and licences have been obtained or will be granted.

- 25.2 You agree to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.
- 25.3 In the event that you procure Equipment, including smartphone Equipment or similar computer technology from Connect it Communications (including but not limited to devices operating on the Apple iOS, Android, BlackBerry and Windows Phone 7 platforms), you agree that in signing this Contract you accept the terms of the following end-user undertaking: you certify that you will be the end-user of the Equipment and further certify that you shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform your every day contractual duties; that the Equipment will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle activity; and agree to sign a formal 'End-User Undertaking' in a format specified by the United Kingdom Department for Business, Enterprise & Regulatory Reform if requested to do so by Connect it Communications.

26 LAW AND DISPUTE

- 26.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 26.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)
- 26.3 If you have any dispute with us relating to or arising from this Contract, you must, in the first instance contact your Connect it Communications representative.
- 26.4 If you are a domestic customer or a small business (meaning a business with ten or fewer employees) and you are still not satisfied with how your complaint has been handled you may refer your complaint to Ombudsman Services: Communications at www.ombudsman-services.org/communications, email osenquiries@os-communications.org, telephone 0330 440 1600.