Intouch Advance: Fixed IP SIMs Terms and Conditions

Definitions Of Certain Words

“Agreement” means the contract between you and us which consists of the Service Agreement, these Conditions for Communications Services and any further conditions relating to specific Services. "Line" means a connection to our network or that of our suppliers, whether direct or indirect. "Minimum Period" means the period of service as shown on the service agreement you have signed. "Service" or “Services” means all or part of the Services explained in paragraph 1 or identified in the service agreement and any related services that we agree to provide to you under this agreement. “Service Agreement” means the document you sign when you become our customer detailing, amongst other things, the Services you wish to receive, the minimum period you wish to receive the services for and the tariff at which you will be charged and which forms part of this Agreement. “The Tariff” means the Intouch tariff which forms part of the Service Agreement as signed by you for the services you require and as amended from time to time under clause 15 below.

“we" and "us" means Intouch Advance Ltd

"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.

1. Services

The Services we (Intouch Advance) supply to you (our Customer) are those Services which you have elected to receive as set out in the Service Agreement or which you have subsequently ordered in writing and we have agreed to supply. These may include (but are not limited to):

- The ability to transfer data via fixed line SIM cards or associated SIM cards deployed as part of the agreement.
- The provision of a SIM card, set up or associated monthly rental charge (line rental service)
- Any other Services which we may offer for sale from time to time.

In providing the Services we promise to use the reasonable skill and care of a competent communications service provider.

2. Changes And Interruptions To The Services

2.1. We may have to do some things that could affect the Services. These things are listed in paragraph 2.3.

2.2. If we have to interrupt the Services, we will restore them as quickly as we can.

2.3. Occasionally we may have to:

- change the code or phone number or the technical specification of the Services for operational reasons;
- interrupt the Services for operational reasons or because of an emergency;
- give you instructions that we believe are necessary for health or safety or for the quality of the Services that we supply to you or to our other customers.

3. Telephone Numbers

You have no right to sell or to agree to transfer the number(s) provided to you for use with the Services and you must not try to do so, nor are you able to port these numbers to an alternative carrier or contract with the underlying carrier direct, nor transfer the numbers to an alternative company.

4. Call Monitoring

We may occasionally monitor, and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

5. Use Of Your Information

5.1. I We will use the information we have about you and your use of the Services for marketing purposes. However, we will not do so if you ask us not to.

5.2. For your information we process your billing data and information about your use of Intouch's service (this includes information about your bill size, the numbers you call and the times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. **WE DO NOT DISCLOSE THIS INFORMATION TO ANYONE ELSE OUTSIDE THE GROUP OF COMPANIES OF WHICH WE ARE A MEMBER**. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us at Festival Building, Ashley Lane, Shipley, West Yorkshire, BD17 7DB or any other address we give you.

6. Commencement Of The Services

We will use all reasonable endeavours to provide you with the Services by the date we agree with you and to continue to do so until this Agreement is terminated. However, we will not be liable for any form of compensation should the Services not commence on the agreed date or should they be interrupted from time to time.

7. Repairing Faults

We cannot guarantee that the Service will never be faulty. We will work on any fault that is reported to us according to our fault procedures for the Service in question (which are available on request). When we agree to work on a fault outside the hours covered by our fault procedures, additional charges may be levied dependent upon the nature of the fault. If you tell us there is a fault in a Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for any work we have done to try to find the fault or to repair it.

8. Paying Our Charges For The Services

8.1. Charges - You must pay the charges for the Services according to the tariff which we have agreed with you. This applies whether you use the Services or someone else does and whether the Services are used with your full knowledge and consent or otherwise. We can change the charges as explained in

paragraph 14.3.(This means by way of example but not by way of limitation that you are liable to pay for all calls made as a result of “Rogue Diallers” and unbarred premium rate numbers.)

8.2. Invoices - We will send you your first invoice at the beginning of the month after the Services commences and thereafter on a monthly basis, but we may send you an invoice at any time. We will include all charges on the next invoice where possible, and in any event as soon as we can. We will send all invoices and other correspondence to the address you ask us to.

8.3. Rental, call and data charges - You will incur charges from the time any part of a Service is used or received except in the case of Services subject to a periodic rental, in which case you will incur charges from the date the Service is ordered. We will usually ask you to pay the rental in advance and your first invoice will include both one month’s rental in advance and a charge for a part month’s rental from the beginning of the agreement up to the beginning of the first complete month. Both data and call charges will be invoiced in arrears.

8.4. Terms of Payment - You must pay all data charges generated by each sim card, the associated set up and rental charges within the credit terms which we have agreed.

a) Our standard credit terms are payment within 21 days of the end of the billing period your invoice relates to. Payments will be by direct debit on the 21st of the month. These are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing.

b) In the unlikely event of a dispute over the invoice you are to pay the value of the invoice less the disputed amount, or a minimum of 90% of the value of the invoice.

c) Payment of the undisputed portion of the invoice will be by Direct Debit on the 21st of the month in which the invoice is dated.

d) If a bill is in dispute, it is your responsibility to contact Intouch Advance credit control to highlight any queries. Intouch Advance will aim to resolve any billing queries within 5 working days of notification to us.

e) If a dispute is not raised with us, we reserve the right to collect the full invoice value via the appropriate Direct Debit collection dates.

9. Charges Caused By Fraudulent Behaviour Of Your Employees Or Third Parties

9.1. In the event that you experience an increase in data consumption due to an excessive flow of consumption from cameras or the media of which its used, the contracting party will be liable for the costs.

9.2. Intouch Advance will not be held responsible for increases in data charges due to a third party accessing SIMS remotely and using it and your lines to make fraudulent data transmissions on the fixed IP address SIMS. It is your responsibility to ensure that your SIM card equipment is properly protected against third party fraud.

10. Misuse Of The Services

Nobody must use the Services:

- to send, knowingly receive, upload, download, use or re-use material, which is abusive, defamatory, obscene, offensive, indecent or menacing or in breach of copyright, privacy or any other rights;
- fraudulently or in connection with a criminal offence or in a way which does not comply with the terms of any legislation; and you must make sure that this does not happen. The action we can take if this

happens is explained in paragraph 13. If a claim is made against us because the Services are misused in this way, you must reimburse us in respect of any sums we are obliged to pay.

11. Indemnity

If you use the Services for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.

12. Liability

12.1. We have no liability for any loss of business, revenue or savings you expected to make, wasted expense, financial loss or data being lost or harmed nor any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.

12.2. Any liability we have of any sort (including any liability because of our negligence) is limited to

12.3. £100,000 for any one event or any series of related events, and in any 12-month period to £500,000 in total.

12.4. Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

13. Matters Beyond Our Reasonable Control

If we cannot fulfil our obligations under this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable for this.

14. Breach Of The Agreement

14.1. We can suspend the Services or end the Agreement (or both) at any time without telling you if:

- you break this Agreement or any other agreement you have with us and fail to remedy the breach within a reasonable time of being asked to do so;
- we believe that the Services are being used in a way forbidden
- bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

14.2. If you fail to pay our invoice by the due date or our direct debit request is rejected by your bank we will write you a letter requesting payment within seven days or informing you that our direct debit request will be re-submitted in seven days. If we still fail to receive payment after seven days, we will be entitled to suspend the Services immediately. The Services will be resumed on full payment of all outstanding charges. Two consecutive rejected direct debit requests will entitle us to terminate the Services immediately by notice in writing to you to take immediate effect

14.3. We reserve the right to charge interest at the rate of 8% per annum on any charges not paid by the due date from the date when the charges should have been received until the date when they are received by us.

14.4. If we suspend the Services, we will not provide them again until you do what you have agreed, or satisfy us that you will do so in future or that the Services will not be used in a way that is forbidden by paragraph 10.2.

14.5. If we suspend the Services because you break this Agreement, the Agreement will still continue. You must pay us rental until we end the Agreement.

15. Changing The Agreement

In General - If you ask us to make any change to the Services, we will ask you to confirm your request in writing. No action will be taken by us to carry out the change until we have received your written confirmation. If we agree to a change, this Agreement will be changed when we confirm the change to you in writing.

Conditions - We can change the conditions of this Agreement including our charges at any time if we give you 14 days' notice. We will notify you of any changes with your monthly invoice.

16. Transferring The Agreement

The contracted party cannot transfer this Agreement or any part of this agreement to any other party, nor can any services be novated to the underlying carrier of which services the contract indirectly.

17. Cancelling The Services Before They Are Provided

You may cancel the Services or an individual Service within 7 days of signing this Agreement or of ordering the Service. However, if you have ordered the Service(s) for business use you must pay for any work we have done or money we have spent.

18. Ending The Agreement After The Services Are Provided

18.1. This agreement or termination of any services provided within the Service Agreement can be ended by either party by providing no less than 120 days' notice prior to the contract end date as set out on the original signed service agreement. Should Intouch not receive the required notice in writing, the contract will automatically roll on anniversary in line with the original contract terms. The contract and committed term will be for the duration of the original contract, i.e. if the original contact was for 24 months the rolling contract would be extended by a further 24 months to include the rental and any associated data costs. The same notice is required for any ongoing contracts that have subsequently rolled into a new contract term upon the anniversary date as set out in the signed service agreement. Any new SIM cards added to the contract mid-term; by way of new installation, deployment or upgrade, or agreed tariff review will enter into a new committed term in line with the tenure set out on the original agreement, see 18.2.

18.2. Any new SIM card installation or service offering requested in writing by the end customer is automatically aligned to the ''Intouch Advance Service agreement'' (Order Form). The installation of any new sim card will automatically be entered into a new 'Contract Term' from the date of install or go live date. The agreed term is taken from the original term assigned on the 'Service Agreement'' be

it 12, 24 or 36 or 60 months. Any new installation (s) or services ordered throughout the original contract are not deemed as co- terminus therefore the contract start date of each service starts on the day the service is upgraded, installed or the anniversary date.

18.3. Failure to provide the above notice (18.1) will result in all contracts automatically rolling over into a new contract term based on the anniversary date unless the above notice has been provided 120 days prior to the contract anniversary. If we give you notice you must pay rental up to the end of that notice. If you give us notice, you must pay for committed services rental up until which time the contract expires.

18.4. If a customer of whom has signed the Service Agreement gives notice that terminates the agreement or any part of the agreement prior to the end of the committed term or rolling contract period (other than because we have materially altered the conditions of this Agreement) then we will levy a cancellation charge in accordance with the following;

- SIM card rental and associated data consumption alongside any ancillary charges will be charged by the number of months remaining on agreement multiplied by the monthly rental. Any data spend will be charged by the number of months remaining on agreement and calculated by the by the average monthly data consumption.
- You must pay all charges for the Services until the date on which we stop providing the Services to you

19. Giving Notice

Any notice given under this agreement must be delivered by hand or sent by email or prepaid post as follows:

a) to us at the address shown on the Service Agreement form or on your last invoice, or at any other address we give you;

b) to you at the address you have asked us to send invoices to.

20. Other Documents

20.1. These conditions, the documents referred to in them, the Service Agreement form and any conditions relating to specific Services set out the whole agreement between you and us for the Services.

20.2. Any tariff review that is implemented throughout the term will result in a new contract being established. As such any new circuits, services or lines committed or ordered in writing will be subject to a new agreed tenure in line with the original commitment made on the signed Service Agreement.

21. Third-Party Rights

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that act.