

Conditions for Mobile Services

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CONDITIONS FOR MOBILE SERVICES;
- (ii) THE CONDITIONS FOR COMMUNICATION SERVICES;
- (iii) THE SERVICE AGREEMENT;
- (iv) THE RELEVANT TARIFF FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- (v) ANY FURTHER CONDITIONS RELATING TO SPECIFIC SERVICES.

Where there may be any conflict between the above Conditions, then these Conditions shall prevail. All Conditions are available at www.gamma.co.uk/legal.

THE SERVICES AND USE OF THE SERVICES

1 Provision of the Services

1.1 We are providing you with mobile Services using approved Equipment, SIM Cards and network resources.

1.2 These Conditions are the terms on which you may use the Services, Equipment and Software.

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

1.4 You agree that we, any network provider and our hardware suppliers 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 as set out in our 'Privacy Notice'.

1.5 This Agreement and your obligations under this Agreement will commence on the date you sign the service agreement (which may include electronic signature by accepting our proposal via our online ordering system). The duration of this Agreement will commence from the Connection Date(s) of each number. Our obligations under this agreement will commence on the Connection Date.

1.6 Where we agree to renew your Agreement during the Minimum Term, unless otherwise agreed with you in writing, the duration of the new Agreement for each individual Connection(s) will commence the day after the expiry of the current Minimum Term on each Connection.

2 Phone number and SIM

2.1 SIM Cards shall remain the property of Gamma Business Communications at all times and you shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.

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. Subject to clause 7.1 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 all 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 Gamma, we shall, subject to clause 18, 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 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 us. Overseas Networks may be limited in quality and coverage, and access and service availability depends on the arrangements with overseas operators. We will notify you of any terms of access (if any) that you need to comply with to use Overseas Networks.

3.3 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.

3.4 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; and

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

3.5 Where we provide you with any usage alerts, you accept that these are on a reasonable endeavors 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.

3.6 Where you opt in to an international roaming bolt on you accept you are agreeing to opt out of any automatic barring (including any European regulatory barring) and agree to pay for all roamed usage outside of any bundle allowance.

3.7 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 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 Gamma 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

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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 obstructions.

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 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. Equipment

7.1 We shall bear the risk of loss or damage to Equipment and SIM Cards provided by us 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.

7.2 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.

7.3 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 on delivery. For the avoidance of doubt, title in SIM Cards shall remain with us.

7.4 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. The returns policy may vary depending on your handset, and some handsets are completely excluded from our returns policy. 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.

7.5 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. We shall pass on the benefit of any warranties that we obtain from the manufacturer of any Equipment supplied to you by us. However, on expiry of this Agreement, any commitment that we have to liaise with the manufacturer in respect of any warranty shall cease.

7.6 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

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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.

7.7 Our supply of Equipment shall be subject to availability.

7.8 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.

7.9 Should you take a SIM-only Tariff from us to use with your existing Equipment 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.

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

7.11 If you will be using your existing BlackBerry Enterprise Server (BES) or BlackBerry Enterprise Express Server (BESX), it should be noted that we will not support this in any way.

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 Equipment 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 or your proposal or your Service Agreement.

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 Downward Tariff migrations (where a change in Tariff results in a lower line rental) are permitted once during the Agreement term in conjunction with a mid-term renewal and you may only migrate down one Tariff step.

8.6 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.

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

8.8 Where you are offered a Hardware Fund as part of your Tariff, such fund shall only be available for the duration of the initial Minimum Term. Your Hardware Fund may only be used to purchase Equipment from us. However, you may take some of your allocated Hardware Fund as a credit against your

account only if agreed with us in writing in advance. Should you fail to use your Hardware Fund within the initial Minimum Term any remaining balance will not be carried forward.

9. Software Licence

9.1 Equipment and 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 Equipment or Services shall be governed by the terms of the relevant Software licence provided with the relevant Equipment or 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.

9.2 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.

10 Services – Areas where we have no responsibility

10.1 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 Conditions and our Conditions of Communication Services, 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.

10.2 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 Dialing Number SIM functionality; or

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

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

11 Others' content and services – Areas where we have no responsibility.

11.1 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.

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

YOUR OBLIGATIONS

12 Use

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12.1 You may supply the Equipment and 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.

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

12.3 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.

12.4 Where a specific End User causes you to be in breach of your obligations of this Agreement, we shall be entitled to Suspend such End User's 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.

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

12.6 You may use the Equipment and/or 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.

13 Secure your PIN, Passwords and SIM Card

13.1 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 Conditions. There will be a charge for any replacement SIM Card, unless the original SIM Card is defective.

13.2 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).

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

14 Responsible use of Services

14.1 You may only use Services:

(a) as set out in this Agreement; and

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

14.2 You must not use Services, SIM Cards 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.

14.3 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.

14.4 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.

15 Responsible use of Messaging and Storage Services

15.1 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.

15.2 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.

16 Responsible use of Age Restricted Services

16.1 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.

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

17 Responsible use of Services outside the UK

17.1 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.

18 Ending this Agreement and Disconnection of Services

18.1. You may end this Agreement in the following ways:

(a) You can end the Agreement during the Minimum Term by giving notice at least 30 days before the date you want to end the Agreement. However, you must pay us all the Charges you owe, plus any Cancellation Fee.

(b) On 30 days' notice, outside the Minimum Term. You can end the Agreement if your Agreement does not contain a Minimum Term, or if you want to end the Agreement at the end of your Minimum Term or any time after your Minimum Term has expired, provided you give us notice at least 30 days before the date you want to end the Agreement.

18.2 We may end the Agreement in the following ways:

(a) On 30 days' notice, at any time;

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(b) Because of your conduct in breach of this Agreement;

In the following cases, we may end your Agreement immediately and you have to pay all the Charges you owe up until we Disconnect you:

(i) if we have the right to Suspend your Services and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;

(ii) if we believe that your use of our Services is jeopardizing the operation of our or any network provider's network, or is of an unacceptable nature; or

(iii) in the event of your bankruptcy, insolvency or death.

(c) No network access or Services. We may end your Agreement if we no longer have access to networks which we need to provide Services, or if we are no longer able to provide Services due to factors beyond our control or because we cease business.

18.3 You can only end this Agreement in the ways set out in this clause 18. However, if you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be affected by this clause 18.

18.4 If a request is received to Port a mobile telephone number to another provider, we will provide a porting authorisation code ("PAC") to you in accordance with current regulatory guidelines. You will still be liable for any outstanding amounts due in relation to this Agreement, including any Cancellation Fees, and for all costs incurred till the point you Port away from us.

18.5 If a request is received to terminate a mobile telephone service as you are moving to another provider and not taking your existing telephone number, we will provide a service termination authority code ("STAC") to you in accordance with current regulatory guidelines. You will still be liable for any outstanding amounts due in relation to this Agreement, including any Cancellation Fees, and for all costs incurred till the point the STAC has been activated by the gaining provider. Should the gaining provider fail to activate the STAC for any reason you will remain liable for all costs.

18.6 If you Port a number away from us we will charge you an administration fee per number to cover the cost of removing your number from our Service, such fee applicable at the time will be available on request or at www.gamma.co.uk/legal.

18.7 When we receive a STAC generated by another Service Provider we will complete the STAC process as instructed and in accordance with current regulatory guidelines but will not be liable for any charges generated by the losing service provider.

19 Effect of this Agreement ending

19.1. If this Agreement ends, we will close your account and Disconnect you and you will not be able to use Services or make emergency Calls.

19.2 You must immediately pay all Charges you owe up to the date the Agreement ends. If we end the Agreement due to your conduct in breach of this Agreement or if you end your Agreement, or individual connections, within the Minimum Term, the Charges will include a Cancellation Fee.

19.3 You will not be entitled to any remaining Hardware Fund or unused discount following termination of this Agreement.

20 Variations to your Agreement or prices

20.1 We may vary any of the terms of your Agreement on the following basis:

We will make best endeavors to let you know at least 30 days in advance if we decide to:

(a) discontinue the Services; or

(b) make any variations to your Agreement which are

likely to be of detriment to you; or

(c) increase the fixed periodic charges for the Services (if applicable) by an amount which is more than the percentage increase in the Retail Prices Index (or any future equivalent) in any twelve month period.

20.2 You can end the Agreement for such variations as set out in clause 20.1. However, you will not be able to end the Agreement if such variation or increase:

(a) is due to changes to the law, government regulation or licence which affect us; or

(b) relates solely to Additional Services.

20.3 If you carry on using Services after the variation commences, you will be deemed to have accepted the variation and such variation does not require the further agreement of either party.

20.4 The following are agreed to be short notice price variable services: Equipment, premium rate services, roaming services, international services, personal number services, special numbers, short codes, directory assistance numbers and any other Service which we determine is a short notice price variable service, such Service being subject to price changes that we cannot reasonably avoid. For short notice price variable Services we will pass on the burden of any cost increase by giving you 30 days notice where possible, or such lesser notice given to us by a relevant third party.

21 Our Rights – Intellectual Property

21.1 All rights, including copyright in Services and their content, belong to us any 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, Software and Equipment, we are not transferring or assigning ownership of any intellectual property rights in or relating to them to you.

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

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

22 Limits on our liability

22.1 All of our obligations to you relating to Services are set out in your Agreement. This Agreement may only be varied with our express permission in writing.

22.2 Except as set out in clause 22.3:

(a) all other terms, conditions and warranties relating to Services are excluded;

(b) our and any network operator's entire liability to you for something we do or do not do will be limited to £3,000 for one claim or a series of related claims; and

(c) we and any network operator are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Services. We and any network operator are not liable for any loss or damage that was not reasonably foreseeable when you entered into the Agreement.

22.3 Nothing in this Agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which cannot be limited or excluded by applicable law. If you are a consumer, the terms of this Agreement will not affect your statutory rights, which cannot be excluded by this Agreement.

22.4 This clause 22 will apply even after this Agreement has ended.

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

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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.

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 Third Party Rights

24.1 This Agreement is entered into by us for the benefit of us and Network Provider.

24.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that any Network Provider will have the right to enforce any rights conferred on it under this Agreement and to that extent any Network Provider will have the same rights against you as would be available if they were a party to this Agreement.

25 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 provide to you under this Agreement.

"Cancellation Fee" means, a fee charged if we end the Agreement due to your conduct or if you end your Agreement, or individual connections, within the Minimum Term. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting the Services, costs incurred by us for porting your numbers to another network, cost of Equipment, accessories or devices provided free of charge or discounted and recovery of any rental discount, cash back or credit already paid to you.

"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 Equipment or a Service, who is an employee or contractor of yours or any other person you give permission to use the Equipment or 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.

"Fixed Dialing Number (FDN)" means a SIM Card that allows the user to only dial certain numbers which have previously been added to the FDN list.

"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 or event.

"Hardware Fund" means any money that we invest in your account including but not limited to fully or partially subsidising the cost of your Equipment, reducing your fixed periodic Charges, credits against your usage, connection bonuses, cash back or any other reduction to Charges you would pay to us under this Agreement.

"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.

"Minimum Term" means the minimum period of Service for each Connection as shown on the Agreement, product order form, connection schedule or Tariff, such period to start on the date on which the relevant Service is first made available to you for use. At the end of the Minimum Term, the Minimum Term shall be renewed on a 30 day rolling basis unless or until terminated by either party. Unless otherwise agreed in writing, the Minimum Term for each Connection will commence from each individual Connection date and each will run for the duration of its 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

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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 Gamma Business Communications Ltd, and includes Gamma Network Solutions Ltd, whose main place of business is The Port House, Marina Keep, Port Solent, Portsmouth, Hampshire PO6 4TH and whose registered office is at 5 Fleet Place, London EC4M 7RD.

"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.