

HBT Provision of Equipment and/or Mobile Network Services Terms and Conditions

This Provision of Equipment and/or Mobile Network Services Terms and Conditions (“**Agreement**”) is hereby entered into and agreed upon by you, either an individual or an entity (“**You**” or “**Buyer**”) and H.B. Telecom (UK) Limited (“**HBT**”) for the Goods (as Defined below). This Agreement is made and entered into as of the date that You accept it as Defined below (the “**Commencement Date**”).

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE, BY EXECUTING THIS AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND HBT AND SETS FORTH THE TERMS THAT GOVERN THE GOODS PROVIDED TO YOU HEREUNDER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Interpretation

1.1. Definitions

In this Agreement, unless the context otherwise requires, the expressions and terms listed in Schedule 1 (**Definitions**) shall have the meaning stated in that Schedule.

1.2. Construction of certain references

1.2.1 In this Agreement where the context admits:

1.2.1.1 references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions of which they are re-enactments (whether with or without modification);

1.2.1.2 the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to Agreement includes the Schedules.

1.2.1.3 this Agreement shall be binding on, and inure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

1.3. Precedence

Save for where the Order Form states otherwise, if there is an inconsistency between the Agreement, the Schedules or an Order Form, the following order of precedence shall apply to this Agreement and the documents referred to in it:

1.3.1 the Clauses in the main body of the Agreement;

1.3.2 the Schedules; and

1.3.3 the relevant Order Form.

Save where Clauses in the Agreement and its Schedules are specifically dis-applied or varied in any special conditions for a particular Order Form, in such a case, the special conditions in the relevant Order Form shall take precedence over the Clauses in the Agreement and the Schedules, if there is an inconsistency between the special conditions and the Clauses in the Agreement and the Schedules, solely in respect of the relevant Order Form.

2. Contract Formation

- 2.1 The Order Form constitutes the Customer's offer to HBT to purchase the relevant Mobile Network Services and/or rent the relevant Equipment on and subject to the terms of the relevant Contract (each an "Offer"). HBT is under no obligation to accept any Order Form and may, in its absolute discretion, reject or amend any proposed Order Form.
- 2.2 Once an Offer is accepted by HBT (by an authorised representative of HBT signing the Order Form, commencing performance of the Services and/or delivering Equipment to the Customer), a Contract shall immediately come into effect. The Customer's obligation to rent any Equipment and pay the relevant Equipment Charges shall be separate to the Customer's obligation to obtain any Mobile Network Services and pay the relevant Service Charges. The Customer may not terminate the rental of Equipment under a Contract as a result of any failure by HBT to provide any Mobile Network Services. The details recorded on the Order Form, together with these Conditions, (together with other document incorporated by reference into the Contract by these Conditions) shall be the exclusive terms and conditions of the Contract between the Parties (to the fullest extent permitted by law) and any such Contract shall be conditional upon the credit status of the Customer being to the satisfaction of HBT (in its sole and absolute discretion).
- 2.3 Each order for Mobile Network Services and/or Equipment shall be deemed a separate Contract (whether or not included on the same Order Form) to the effect that any delay or failure to supply Mobile Network Services shall not entitle the Customer (to the extent that any such entitlement exists) to terminate a Contract for other Mobile Network Services and/or Equipment or any other Contract entered into under these Conditions.

3. Provision of the Mobile Network Service

- 3.1 Subject to these Conditions, HBT will connect and maintain the connection of the Equipment to the System and, subject to the geographical coverage of the System from time to time and any other limiting factors not under HBT's control, HBT will use its reasonable endeavours to make the Mobile Network Services available to the Customer throughout the term of the relevant Contract.
- 3.2 HBT shall be entitled, at its absolute discretion to transfer the Customer to another Service Operator, provided that the transfer does not result in the Customer incurring any additional costs. Wherever practicable, thirty days (30) days written notice shall be given by HBT of such changes prior to them being made.
- 3.3 The Customer recognises and acknowledges that the Mobile Network 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 and that accordingly the Mobile Network Services and/or Systems may fail (including without limitation if there is a power failure or a power cut affecting the whole or part of the Mobile Network Services and/or Systems) or require maintenance without notice.
- 3.4 Subject always to clause 3.6, the Customer hereby elects (unless otherwise stated on the Order Form) to waive any rights it may enjoy in respect of any cap on the volume and/or charges which may accrue in respect of its usage of the Mobile Network Services outside the United Kingdom. Unless otherwise stated on the Order Form, the Mobile Network Services are provided without a Bar on premium rate and international calls or any other usage (excluding data usage which is subject to clause 3.6) made whilst in the UK and/or overseas unless the Customer has specifically requested in writing that HBT disables these calls and/or usage or HBT elects to disable such calls and/or usage for its own commercial purposes.

- 3.5 Subject to clause 3.6, any calls, messages and data received or sent whilst outside of the UK but within the EEA shall be billed to the Customer under the Roam Like at Home rules and any calls will be charged in per second increments. Subject to clause 3.6, any calls made or received whilst outside of the EEA may be charged in per second increments at rates set by the overseas network(s), and calls made or received, messages and data received or sent whilst outside of the EEA shall be charged with any additional handling and network charges by such overseas network(s). Premium rate calls can be charged at rates as may be set out in the Tariff for premium rate calls from time to time and such calls are not included in any bundle of inclusive calls which may form part of the Tariff for the Mobile Network Services. The Customer shall provide information upon request by HBT regarding the usage of roaming services, if HBT believes that such usage is not in line with HBT's fair usage policy which can be provided on request.
- 3.6 Unless otherwise stated on the Order Form or otherwise agreed in writing between the parties, all End Users of the Customer shall be automatically opted into the Overseas Data Cap. The Customer may opt out of such Overseas Data Cap on a per End User basis as agreed with HBT. Any data usage over and above this Overseas Data Cap shall be automatically Barred, unless otherwise requested by the Customer to remove such Bar.
- 3.7 HBT bears no liability to the Customer whatsoever in connection with any services provided by an overseas network, third party provider or premium rate provider.
- 3.8 For the avoidance of doubt, any unavailability of the Mobile Network Services or the transfer of the Customer to another Service Operator shall not affect the Customer's obligations under the relevant Contract with regards to the Equipment or the Equipment Charges.
- 3.9 The Customer can elect to opt into the Mobile Bill Cap and set the value of such Mobile Bill Cap via the Order Form. If this option has not been chosen by the Customer or no Mobile Bill Cap has been stated, a Mobile Bill Cap will not be applied to the Customer's account unless otherwise agreed with HBT. Where the Customer has opted into the Mobile Bill Cap, any usage of certain Mobile Network Services over and above the specified Mobile Bill Cap will be automatically barred. Further information may be provided by HBT on request.
- 3.10 The Customer shall refer any dispute it has with HBT to HBT's complaints procedure as set out in HBT's Customer Handbook, a copy of which can be furnished on request. Where the Customer is a Small Business Customer it shall be entitled to refer any dispute to the Ombudsman Services: Communications in accordance with HBT's complaints procedure. Nothing in this clause 3.10 shall prevent the Customer or HBT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

4. Term

- 4.1 Each Contract or Connection will commence on and from the date that (i) any Mobile Network Services requested on the Order Form are available for use by the Customer; and/or (ii) any Equipment requested on the Order Form is delivered to the Customer in accordance with these Conditions, whichever is the earlier date ("Commencement Date") and shall continue for the duration of the Term in accordance with clause 4.2.
- 4.2 Subject to clauses 4.6, 13 and 19 of this Contract, each Connection and this Contract shall, in all circumstances, continue in full force and effect, for the whole of the Minimum Term, and shall continue indefinitely after the Minimum Term, unless and until terminated by either Party: (i) giving not less than ninety (90) days' prior written notice, such notice not to expire, in any event, sooner than the expiry of the Minimum Term; or (ii) in accordance with clause 4.6 below ((i) and (ii) are collectively referred to as "**Valid Termination**"). In the event that there is no such Valid Termination, each Connection and this Contract shall automatically continue in full force and effect after the Minimum Term, on a rolling annual basis of twelve (12) months

each (each a “**Subsequent Renewal Period**”), unless and until either Party provides not less than ninety (90) days’ prior written notice, such notice not to expire sooner than the expiry of the relevant Subsequent Renewal Period.

- 4.3 The provisions of clause 4.1 and 4.2 are, without limitation, applicable to all mobile numbers and/or handsets and/or mobile devices (including any Equipment) connected to Mobile Network Services provided by HBT and to any subsequent Connections or Upgrades from the applicable date of the subsequent connection or upgrade.
- 4.4 Any changes to a Customer's existing subscription to another Tariff will be subject to availability of mobile numbers and a minimum spend by the Customer. Such changes remain subject to the approval of HBT, and nothing in this clause 4.4 shall be construed as an obligation for HBT to change the Customer's existing Tariff to another Tariff. For the avoidance of doubt, any change to the Tariff shall be without prejudice to the Customer’s obligations under the relevant Contract with regards to the Equipment or the Equipment Charges.
- 4.5 Subject to clause 4.6, in the event the Customer is a Small Business Customer and has entered into a SIM Card only Tariff, the Contract shall, in all circumstances, continue in full force and effect, for the Minimum Term, and shall (subject to clause 13 below) automatically continue in full force and effect after the Minimum Term, on a rolling annual basis of twelve (12) months each (each a “**Subsequent Renewal Period**”), unless and until either Party provides not less than ninety (90) days’ prior written notice, such notice not to expire sooner than the expiry of the relevant Subsequent Renewal Period.
- 4.6 In the event the Customer wishes to Port or Migrate 24 Connections or less following the Minimum Term, termination shall take effect from the date that HBT (in its sole discretion) deems that such Porting or Migration has occurred. For the avoidance of doubt, and subject to clause 13 below, the Contract shall continue in full force and effect for the Minimum Term and nothing in this clause 4.6 shall in any way affect the foregoing.

5. Credit Account

- 5.1 A Customer account will be opened and a credit limit (inclusive of VAT) will be notified to the Customer and this credit limit should not be exceeded by the Customer. HBT reserves the right to suspend the Customer's account and any use of the Mobile Network Services in the event that this credit limit is exceeded at any time (any such suspension shall be without prejudice to the Customer’s obligations under the relevant Contract with regards to the Equipment or the Equipment Charges). Any increase in the credit limit must be requested in writing and will be subject to approval by HBT. HBT does not accept responsibility for the Customer exceeding the credit limit due to any reason, including but not limited to billing cycles or delays in the availability of call data. Customers who anticipate exceeding their credit limit should contact HBT to avoid their Mobile Network Services being suspended.
- 5.2 Credit limits are subject to periodic review at HBT’s discretion. HBT may require that a deposit be placed with HBT in cases where the Customer incurs monthly charges in excess of the credit limit and the Customer authorises HBT to debit their credit card, where details have been provided, at HBT’s discretion for this excess amount overdue, or for any amount over the credit limit set.

6. Price and Payment

- 6.1 Subject to clause 6.2, the Tariff chosen by the Customer in respect of the Mobile Network Services on commencement of a Contract will remain the minimum Tariff selected for the Minimum Term and the terms and conditions relating to the selected Tariff shall apply.
- 6.2 Without prejudice to clause 6.3, HBT may on not less than thirty days (30) days’ notice to the

Customer, change the rates in any Tariff or price list, such change not to become effective during the Minimum Term of the relevant Mobile Network Service unless the change arises due to:

- 6.2.1 a change in the costs to HBT due to a requirement or direction of OFCOM; and/or
 - 6.2.2 a change in the costs charged to HBT by its suppliers.
- 6.3 HBT will increase the monthly subscription charges for the Mobile Network Services in April of each year following the Commencement Date by the increase (if any) in the Rate of RPI announced in February. For example, if the monthly subscription charges for Mobile Network Services are £21 per month on the Commencement Date, and the Rate of RPI (for illustration purposes only) announced in February is 3.0%, the Customer's monthly subscription charges will increase to £21.63 on the Customer's first April bill (i.e. $£21 \times 1.030 = £21.63$). If the following year's Rate of RPI was announced in February as 2.7% (for illustration purposes only), the Customer's monthly subscription charges will increase to £22.21 a month (i.e. $£21.63 \times 1.027 = £22.21401$).
- 6.4 Where HBT provides Equipment to the Customer under a Contract, a separate Equipment Charge will be payable to HBT for each month (or part thereof) during the Minimum Term and any element of the Term thereafter.
- 6.5 The Customer must pay HBT the Equipment Charge, for the duration of the Minimum Term and any element of the Term thereafter, without any deduction, withholding, set-off, counterclaim or appropriation whatsoever by direct debit (unless agreed otherwise). A fee of £20.00 per incident for any cancelled, dishonoured or failed Direct Debits or cheques may be applied. If payment is not made by direct debit, an administrative charge of £5 per month shall be applied. For the avoidance of doubt, the Equipment Charge is payable to HBT or its Assignee even if the Equipment cannot be used for any reason whatsoever and regardless of any problems or disputes relating to any Mobile Network Services, the Systems and/or the Service Operator. The Equipment Charge is a separate and independent obligation of the Customer which, once paid, is not refundable for any reason save in the case of error.
- 6.6 The Customer shall be invoiced monthly in arrears for any usage based Charges (such as the Service Charges) and monthly in advance for any monthly access or other fixed Charges (including Equipment Charges) and shall pay the Charges by Direct Debit within fourteen (14) days of the date of the invoice (unless otherwise expressly agreed with HBT and set out on the Order Form) (the "**Payment Date**"). A fee of £20.00 per incident for any cancelled, dishonoured or failed Direct Debits or cheques may be applied. The acceptance by HBT of payment by any method other than Direct Debit may incur a monthly administration fee of £3.00 per Connection. All payments must be received within fourteen (14) days of HBT's invoice date.
- 6.7 The Customer will pay any agreed initial Charges, the monthly access Charge, the Equipment Charge and any other fixed monthly Charges (each as defined in the applicable Order Form), on or before the Payment Date in each month.
- 6.8 The Tariff and/or Equipment Charges that HBT makes available to the Customer are subject to the length of contract chosen by the Customer on the Order Form and the terms applicable to such Tariff and/or Equipment, and are based upon the predicted or anticipated revenue over the Customer's contract term for Mobile Network Services (including any notice period). In the event that the Customer fails to make payment for the Mobile Network Services for (or otherwise breach the Contract during) the Minimum Term, and fails to make payment of any early termination charges (including without limitation, those Charges set out in clause 9.2), HBT reserves the right to invoice the Customer for such predicted or anticipated revenue at full retail price without discount, over the full applicable contract term including notice period and to recover any benefits received and losses incurred. Notwithstanding the foregoing, nothing in this clause 6.8 shall apply to Equipment and/or reduce the amounts payable by the Customer in the form of Equipment Charges.

- 6.9 The Customer shall pay all Charges (namely usage in excess of any allowances or bundles that may be comprised in the monthly Charge but without rebate for any unused element of such allowances or bundles, which shall not be carried forward) including without limitation any of the following: any charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and any handling charges set out in the Tariff. UK calls are billed per second and rounded up to the nearest penny. Charges shall be paid without set-off, counterclaim, deduction or appropriation. In addition, the Service Operators may apply a fixed or minimum call charge, details of which can be found in the tariff terms and conditions on the relevant Service Operator websites.
- 6.10 The Customer may be required to pay a fee of £20.00 per incident for any cancelled, dishonoured or failed Direct Debits or cheques.
- 6.11 If the Customer fails to make any payment on the due date then HBT may require the Customer to pay all sums due under this Contract on demand, and reserve the right to charge Interest on all amounts overdue from the Customer on a daily basis (before as well as after any judgement) until the date of payment, at NatWest Bank base rate plus four percent (4%).
- 6.12 Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges payable pursuant to these Conditions.
- 6.13 The Customer will promptly advise HBT in writing of any change to its address or bank details.
- 6.14 The Customer authorises HBT to charge the Customer's debit/credit card, where details have been provided by the Customer, with an amount equal to the outstanding balance on the Customer's credit account, where the Customer has failed to pay HBT by the Payment Date.
- 6.15 Without prejudice to HBT's other remedies, if the Customer's account remains outstanding for any reason after the original Payment Date, HBT reserves the right to refer the outstanding account to a debt collection agency. If HBT instructs a debt collection agency to collect payment (including (without limitation) interest and late payment charges) on its behalf the Customer must pay HBT's costs payable to the agency, who will add the sum to the Customer's outstanding debt.
- 6.16 If any sum owed by the Customer to HBT under the Contract or any other contract with HBT is not paid by the due date, HBT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with HBT.
- 6.17 If the Customer intends to dispute any Service Charges on an invoice, the Customer must do so in writing to HBT within fourteen (14) days of the date of the invoice and provide HBT with all relevant information in support of the disputed charge. Where the disputed charge(s) amount to:
- 6.17.1 less than five (5) per cent of the total Service Charges listed on the invoice, the Customer will pay the full amount of the Service Charges; or
- 6.17.2 more than five (5) per cent of the total Service Charges listed on the invoice, the Customer must pay the remaining amount of the Service Charges that is not in dispute.
- 6.18 The Customer may not dispute the amount of the Equipment Charges, Damage Charges or Termination Charges on any invoice where the charges set out on the invoice are calculated in accordance with the amounts agreed and set out in the Order Form and/or applicable Tariff.
- 6.19 Any delay by HBT in invoicing any Charges shall not prohibit HBT from raising an invoice at a later date in respect of the same nor shall it relieve the Customer of liability to pay for the

same.

- 6.20 Unless otherwise stated on the Order Form, in the event of any omission or delay by HBT in invoicing the Charges for Mobile Network Services in accordance with the Contract (“**Delayed Charges**”) HBT shall not be prohibited from invoicing the Customer (and the Customer shall continue to be liable to pay HBT) for Delayed Charges.
- 6.21 The Customer’s obligation to pay any Equipment Charges, any Termination Charges, Non-Return Charges or Damage Charges for Equipment, shall be a separate standalone debt obligation of the Customer.
- 6.22 If you believe all or any part of an invoice is in error, you must notify HBT Communications within 6-months (180) days of your receipt of the invoice. If you fail to do so, HBT Communications will not be required to make any adjustment to the invoice, and you shall be deemed to have waived any right to contest the invoice.

7. Customer Obligations

- 7.1 The Customer 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 Mobile Network Service by the Customer. The Customer hereby undertakes:
 - 7.1.1 not to use or permit the use of the System or any Equipment for (a) any unlawful, immoral or improper purpose including without limitation the use of unlawful or unauthorised SIM gateways, (b) any purpose not recommended by the Equipment manufacturer, or (c) any other purpose as notified by the Service Operators or HBT from time to time;
 - 7.1.2 to comply with any reasonable instructions issued by HBT relating to the System, the Equipment or the Mobile Network Service and to use only equipment approved by the Service Operators and the British Approvals Board of Telecommunications;
 - 7.1.3 not to reverse, or permit anyone else to reverse, the charges on any telephone call;
 - 7.1.4 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 Mobile Network Service to be impaired;
 - 7.1.5 not to sell or resell or distribute the Mobile Network Services or Equipment;
 - 7.1.6 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 in connection with the Customer's use of the Mobile Network Services or Equipment and shall notify HBT immediately upon becoming aware of any such activity;
 - 7.1.7 it will carry out such routine day-to-day preventative maintenance measures as may be recommended in the operating instructions and manufacturer’s written recommendations supplied with the Equipment (“User Instructions”);
 - 7.1.8 it will ensure that the environmental conditions for the Equipment are maintained in accordance with the User Instructions;.
- 7.2 The Customer will promptly advise the Service Operator and HBT, by phone and in writing in the event of loss or theft of the Equipment.
- 7.3 The Customer acknowledges that HBT will accept, and act on behalf of, any instruction received

from the Customer, and accept and rely on any additional orders placed with HBT, regardless of authority and/or position, unless levels of authorisation have been pre-advised to and agreed by HBT in writing.

- 7.4 Porting and Migration requests of mobile numbers made during the Minimum Term do not relieve the Customer from any contractual obligations to pay any of the Charges (including without limitation any early termination charges) due under this Contract. Where HBT provides Porting and Migration the procedure and costs for such services are set out in Tariff. Information relating to Porting and Migration and associated charges may be found at www.hbtcommunications.com or such other address as notified to the Customer from time to time.
- 7.5 The Customer agrees not to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or omission or use of the Mobile Network Services, cause HBT to contravene, any Relevant Laws or General Conditions.

8. Software

- 8.1 Where HBT provides Software to the Customer, HBT will grant the Customer a non-exclusive, non-transferable licence to use the Software solely for the term and purposes of the relevant Contract (and to extent necessary to use the relevant Mobile Network Services). If required by HBT, the Customer shall sign such end user licence agreement as may be reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software and for the Customer to be able to use the Software.
- 8.2 Except as permitted by applicable law or as expressly permitted under the Contract the Customer shall not de-compile reverse-engineer or modify the Software, or copy the relevant manuals or documentation.

9. Delivery

- 9.1 HBT shall use its reasonable endeavours to deliver the Equipment in accordance with the relevant Order Form Risk in the Equipment shall pass to the Customer when the Equipment is delivered to the Customer at the address provided to HBT by the Customer.
- 9.2 In the event of the Equipment being defective, HBT shall, for a period of twelve months from the date of delivery of any Equipment, at its option and without cost to the Customer return the applicable Equipment to the manufacturer of the Equipment who shall either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of HBT to be the result of faulty design, materials or manufacture, provided that HBT shall have no liability for such defects unless the Customer notifies HBT within five (5) Business Days from the date of delivery and within twenty four (24) hours of any latent defect arising within such twelve (12) month period. If HBT repairs or arranges for the repair of any Equipment outside such twelve month period, the Customer shall pay HBT for any such service at HBT's then prevailing rates.
- 9.3 If the supplier or manufacturer of the Equipment has given HBT warranties for the Equipment then HBT shall (so far as it is able to do so, and at the Customer's cost) assign the benefit of such warranties to the Customer so that, to the full extent permitted by law, the Customer can make any claim on the supplier or manufacturer that HBT could have made.
- 9.4 If HBT repairs or arranges for the replacement and/or repair of any Equipment and/or parts beyond the scope of any warranties, Customer shall pay HBT for any such service at HBT's then prevailing rates. The replacement Equipment and/or parts will be deemed to become part of the Equipment and the property of HBT and the Customer shall ensure that title to such

Equipment is vested in HBT.

- 9.5 If HBT repairs, or arranges for the repair of, any Equipment pursuant to clause 9.2 and/or 9.3, the Customer shall ensure that any data stored on the Equipment is appropriately backed-up to another device and thereafter deleted from the Equipment before the Equipment is sent to HBT or the manufacturer of the Equipment for repair.
- 9.6 Notwithstanding the foregoing, HBT shall not be liable for or obligated to defend any claims or damages arising out of or related to:
- 9.6.1 a change, alteration or modification of any Equipment not performed by HBT or the manufacturer of the Equipment;
 - 9.6.2 combination of the Equipment with any other equipment, data, documentation, items or products not supplied by HBT;
 - 9.6.3 the use of any Equipment in a manner or for a purpose for which it was not intended;
 - 9.6.4 failure to use or implement an upgrade or replacement version of any Equipment when such upgrade or replacement version is made available by HBT or relevant manufacturer;
 - 9.6.5 the import or export of any Equipment in violation of applicable export control requirements, regulations or laws;
 - 9.6.6 use or exportation of any Equipment into any countries identified on any US Government embargoed countries list; or
 - 9.6.7 use of any Equipment in a manner or for a purpose not authorised under the applicable end user license agreement (if any).
- 9.7 In each of the instances set out in clause 9.6, the Customer shall be obligated to indemnify and hold harmless HBT, its manufacturers and their respective officers, directors, employees and agents, in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred by or awarded against HBT, its manufactures, by reason of or arising directly or indirectly out of or in respect of against any claim or liability arising out of such conduct.

10. Title and Risk

- 10.1 The risk of damage to or loss of the Equipment shall pass to the Buyer on completion of delivery.
- 10.2 The title to the Goods shall pass to the Buyer only on payment in full (in cash or cleared funds) of the Price.
- 10.3 Until title to the Equipment has passed to the Buyer, the Buyer shall:
- 10.3.1 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as HBT's property;
 - 10.3.2 not remove, deface or obscure any identifying mark on or relating to the Goods;
 - 10.3.3 maintain the Goods in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; and

10.3.4 provide HBT promptly with such information and records as HBT may reasonably request concerning the Buyer's ongoing financial position.

10.4 HBT may recover Goods in which title has not passed to the Buyer. The Buyer irrevocably licenses HBT, its officers, employees and agents, to enter any premises of the Buyer (including with vehicles), in order to satisfy itself that the Buyer is complying with the obligations in clause 10.3 and to recover any Goods in which property has not passed to the Buyer.

11. Call Monitoring

11.1 The Customer agrees that HBT may monitor and record calls made to or by HBT or to the Customer (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by HBT under this condition.

12. Security

12.1 The Buyer must ensure that user names, passwords and/or PINs used by it and/or its personnel and/or users in connection with the Equipment and/or Mobile Network Services are kept confidential and are only used by authorised users. The Buyer will inform HBT immediately if the Buyer knows or suspects (or ought reasonably to know or suspect) that a user name, password or PIN has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer will regularly change its passwords and PINs.

12.2 HBT reserves the right (at its sole discretion):

12.2.1 to suspend user-names and password access to the Mobile Network Services if at any time HBT has reason to believe that there has been or is likely to be a breach of security; and

12.2.2 to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer's uses in connection with the Mobile Network Services.

12.3 The Customer will inform HBT immediately of any subsequent changes to the information the Customer supplies to HBT in connection with the Contract.

12.4 The Customer accepts and acknowledges that the Mobile Network Services are not guaranteed to be secure and HBT does not guarantee the prevention or detection of any unauthorised attempts to access the Mobile Network Services.

12.5 The Customer acknowledges that HBT has no control of a Customer's equipment configuration, voice mail security or other feature services enabled.

12.6 HBT shall not be responsible for Charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment or Mobile Network Services by the Customer, its End Users or any third parties (who are not employees of HBT) and the Customer agrees to pay all additional charges related to such fraudulent and/or unauthorised use. The Customer is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

12.7 Any assistance given by HBT in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) will be on an endeavours basis only and no liability can be accepted by HBT for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond HBT's reasonable control (save for any fraud and/or authorised use by an employee of HBT acting in that capacity).

13. Termination

- 13.1 Subject to clauses 13.4, 14.2, 14.5 and 14.6 and without prejudice to any specific termination rights set out elsewhere in these Conditions, the Customer shall not be entitled (once an Order Form has been accepted by HBT pursuant to clause 2.2) to change or cancel an Order Form:
- 13.1.1 at all in respect of Equipment; or
 - 13.1.2 except for termination in accordance with these Conditions relating to the serving of notice to terminate the relevant Mobile Network Services (which shall take effect in accordance with the applicable Conditions), unless otherwise agreed in writing with HBT.
- 13.2 In the event of any termination by the Customer of the Contract or any Connection, the Customer shall:
- 13.2.1 return all Equipment in accordance with clause 15.1;
 - 13.2.2 be liable for any charges which become payable under clauses 15.2 and 15.3;
 - 13.2.3 without limitation to all and any other damages or compensation payable to HBT, pay the Termination Charges for the Equipment if the relevant Contract or Connection is terminated before the end of the Minimum Term; and
 - 13.2.4 indemnify HBT in full against all loss including, but not limited to, all losses incurred by HBT as a result of the Customer terminating the relevant Contract or Connection before the end of the Minimum Term or where the Contract or Connection has continued beyond the Minimum Term before the end of the relevant notice period.
- 13.3 Without prejudice to all and any other rights of HBT under these Conditions or otherwise, HBT shall be entitled at any time and for any reason whatsoever to terminate any and/or all Contracts and/or Connections for Mobile Network Services on the giving of not less than thirty (30) days' written notice to the Customer, without any further liability to the Customer. For the avoidance of doubt, in the event that HBT terminates a Contract or Connection under this clause 13.3, the Customer's liability to pay the Charges for Mobile Network Services shall end on the date of termination of the relevant Contract or Connection and the Customer shall not be liable to pay for the Charges for Mobile Network Services, applicable for the remainder of any Minimum Term applicable in respect of that Contract or Connection.
- 13.4 A Contract or Connection may be terminated forthwith by HBT by notice in writing if the Customer commits a material breach of its obligations under these Conditions (including without limitation non-payment of Charges due) or any Service Specific Conditions and in the case of a breach which is capable of remedy, the Customer fails to remedy such breach within fourteen (14) days of written notice by HBT of what the breach is and requesting that the breach is remedied. For the avoidance of doubt, this clause 13.4 shall not apply to any material breach of these Conditions committed by HBT.
- 13.5 Notwithstanding anything to the contrary expressed or implied in these Conditions, either Party (without prejudice to its own rights) may terminate all Contracts or Connections forthwith in the event that a liquidator (other than for the purpose of solvent amalgamation or reconstruction) trustee in bankruptcy, administrator or receiver is (or is proposed to be) appointed in respect of the whole or part of the assets and/or undertaking of the other Party or the other Party enters into (or proposes to enter into) an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order (save as in respect of a solvent reconstruction of such relevant Party's group of companies).
- 13.6 The termination or expiry of a Contract or Connection shall be without prejudice to any rights or

liabilities which have accrued prior to such expiry or termination. Any provision of a Contract which expressly or by implication is intended to survive, shall survive the termination or expiry of the relevant Contract or Connection.

- 13.7 Any implied right to terminate for convenience that the Customer may have under applicable law is hereby expressly excluded.
- 13.8 Notwithstanding anything to the contrary in this clause 13, HBT shall be entitled to suspend all or part of the Mobile Network Service (including without limitation any individual Connection) without liability upon the occurrence of any of the following events:
- 13.8.1 if the Customer fails to make payment of the Charges on the Payment Date;
 - 13.8.2 If HBT is entitled to (but at its sole discretion elects not to) terminate a Contract or Connection pursuant to clause 13.1, 13.4 or 13.5;
 - 13.8.3 if any information given to HBT by the Customer is false or misleading;
 - 13.8.4 if the Customer does, or allows to be done, anything which in the Service Operator's or HBT's reasonable opinion may have the effect of jeopardising the operation of the Mobile Network Service;
 - 13.8.5 if the Customer permits the use of the Mobile Network Service or uses the Mobile Network Service for illegal purposes including (without limitation) the use of illegal or unauthorised Gateways (or the Service Operator or HBT believes the same);
 - 13.8.6 if, in HBT's or the Service Operator's absolute discretion, the Charges incurred in any given period show unreasonable, low or excessive usage of Mobile Network Services or unusual calling patterns such as, without limitation, a disproportionate percentage of incoming calls or zero usage per number of ten (10) minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or which cause network congestion;
 - 13.8.7 if HBT is unable, for whatever reason, to provide the Mobile Network Service or if HBT is required to terminate this Contract by a competent administrative or regulatory authority (including without limit OFCOM) and/or Service Operator;
 - 13.8.8 if the Customer exceeds the credit limits set in the applicable Order Form and/or the Tariff.
- 13.9 Termination, suspension, disconnection or Barring under this clause 13 shall be without prejudice to HBT's rights accrued up to and beyond the date of termination, suspension, disconnection or Barring.
- 13.10 In addition to and without prejudice to all and any other rights and remedies available to HBT, in the event of termination of the Mobile Network Service and/or a Contract or Connection by HBT in accordance with the provisions of this clause 13, in addition to its obligations pertaining to Equipment termination and relevant Charges in condition 11, the Customer shall, within fourteen (14) days of receipt of the notice of termination, pay to HBT all outstanding Charges including (without limitation), where termination is for any of the reasons specified in clause 13.4 and 13.5, the amount which would have been payable for the remainder of the term of the relevant Contract or Connection.
- 13.11 Upon termination of a Contract or Connection if the Customer made a deposit, HBT will only return any surplus to the Customer after deduction of all unpaid Charges. Any request for repayment must be made in writing.
- 13.12 After disconnection, suspension or Barring of the Equipment from the System and/or consequent upon the termination of a Contract or Connection, the Customer shall pay on demand all Charges

outstanding at the time of disconnection, suspension or Barring including (without limitation) any reasonable disconnection or Barring fee that HBT may wish to charge in its sole discretion. Should HBT elect to disconnect and/or reconnect the Equipment from or to the System, then HBT having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £30.00 for such disconnection or reconnection. Should HBT elect to bar and/or unbar the Equipment from the System, HBT may, in its absolute discretion, charge an unbarring fee of up to £25.00 per SIM Card for such barring or unbarring.

- 13.13 Should termination take place part way through a month, no credit will be given for the post termination part of the month's access Charge(s).
- 13.14 The Customer will remain liable for all Charges incurred prior to termination regardless of when they are invoiced.
- 13.15 Termination, Porting, or Migration of mobile numbers is subject to a charge of £35.00 per number.
- 13.16 Subject to clause 16, if the Customer is unable to use all of the Mobile Network Services for a continuous period of more than three (3) days due to any technical failure (including (without limitation) power cuts, improvement, modification or maintenance of the Mobile Network Service or the Systems) and if the Service Operator offers this to HBT, on application the Customer may receive a credit against their account for their line rental which will represent that part of the line rental for the period of non-availability.

14. Equipment Termination

- 14.1 The Customer's right to possession of the Equipment shall terminate immediately in the event that HBT has the right to suspend and/or terminate the relevant Contract.
- 14.2 If any Mobile Network Service is terminated and/or a Contract is terminated for any reason, the Customer must immediately return all of the relevant Equipment pursuant to clause 15.1 and where termination takes place before expiry of the Minimum Term the Customer must pay, without limitation and in addition to all and any other compensation and damages payable to HBT, the Termination Charges for the Equipment (together with any Damage Charges or Non-Return Charges which might be payable under clause 15.2 or 15.3).
- 14.3 The Customer shall, notwithstanding that ownership of any of the Equipment has not passed to the Customer, remain liable for all Service Charges incurred during a period of theft, damage or loss of the Equipment until such theft, damage or loss is reported to the Service Operator and HBT, and will remain liable for any Equipment Charges, Termination Charges, Damage Charges and/or Non-Return Charges depending on whether the Equipment is replaced or the Contract is terminated.
- 14.4 The Customer grants HBT, its agents and employees an irrevocable licence at any reasonable time to enter any premises where the Equipment is or may be stored in order to inspect, or, where the Customer's right to possession has terminated, to recover the Equipment which is still owned by HBT.
- 14.5 Nothing in any Contract shall entitle the Customer to sell or enter into a contract to sell goods on behalf of any Service Operator or HBT. It is recognised by the parties that the Service Operators retain legal title in any SIM Cards supplied. Accordingly, the parties do not intend that the Customer be entitled to make any claim against any Service Operator or HBT for loss of agency rights or loss of goodwill resulting from the termination of this Contract.
- 14.6 The Customer shall be liable for the repair of Equipment connected under a Contract which becomes faulty or damaged and is outside the manufacturer's warranty. All Customer obligations

under a Contract shall remain in force during any period where Equipment is undergoing repair.

- 14.7 All SIM Cards supplied to the Customer shall be returned to HBT upon termination of the Contract. Failure to return any SIM Card may incur a Charge of £30.00 for each card.

15. Return of Equipment

- 15.1 Within ten (10) days of the last day of the Term, or any earlier termination, the Customer must at its own expense (which includes all transport, insurance and related costs) deliver the Equipment to HBT or any person nominated by HBT in Good Working Order and Condition to a place nominated by HBT.
- 15.2 If the Equipment is not returned in accordance with clause 15, the Customer must pay HBT an amount equal to two days' Equipment Charges for each day during which the Equipment is not returned unless HBT otherwise agrees. If the Equipment is not returned within twenty (20) days of the last day of the Term then the Customer shall pay a Non- Return Charge to HBT.
- 15.3 If the Equipment is returned to HBT but not in Good Working Order and Condition, then Customer must pay the relevant Damage Charges to HBT in an amount calculated in accordance with the grading table set out in the Order Form.

16. Limitation of Liability

- 16.1 Unless otherwise stated in these Conditions (or any relevant Service Specific Conditions) HBT makes no warranty in respect of the supply of any Equipment and/or Mobile Network Services and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into a contract for the supply of the Equipment and/or Mobile Network Services are hereby excluded to the fullest extent possible, save for, and to the extent of, those warranties which cannot lawfully be excluded. If the Customer is a consumer, this shall be without prejudice to its statutory rights.
- 16.2 HBT shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for loss of profits, anticipated profits, production, business, business opportunity, goodwill, revenue, or anticipated savings (whether direct or indirect), loss of, corruption of, or damage to data or software (whether direct or indirect), any special indirect or consequential loss or damage or any loss suffered by any third party or any liability to any third party.
- 16.3 The total liability of HBT (other than liability governed by clause 16.4) arising out of or in connection with this Contract (whether arising in contract, in tort, including negligence, as a result of breach of statutory duty or otherwise howsoever) is limited to a sum equivalent to the total of Charges paid to HBT in the previous twelve (12) months, for any one cause of action or series of causes of action arising out of the same event, act or omission (the "**Per Claim Cap**") and, in the aggregate, to a sum equivalent to 200% of the Per Claim Cap for any and all causes of action arising in any twelve (12) month period.
- 16.4 HBT's liability (whether arising in contract, in tort (including negligence), or as a result of breach of statutory duty or otherwise howsoever) for damage to tangible property shall be limited to £5000.00 in respect of each incident or series of connected incidents. For the purposes of this clause, neither data nor software constitutes "tangible property".
- 16.5 Nothing in this Contract shall exclude or restrict the liability of either party for death or personal injury arising as a result of its negligence, for its fraud; or for any other liability which cannot be excluded or limited by law.
- 16.6 The express terms of this Contract are in lieu of all warranties, conditions, terms, undertakings and obligations whether oral or in writing and whether express or implied by statute, common

law, custom, trade usage, course of dealings or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

- 16.7 HBT are not liable to the Customer for the acts or omissions of any other party, including other providers of telecommunications, computers or other equipment or services including internet services.
- 16.8 No delay in enforcing any of the provisions of this Contract shall affect or restrict the rights of HBT arising under this Contract.
- 16.9 HBT shall not be in breach of this Contract or under any liability for any failure to perform or for delay in performing any obligation under this Contract (in whole or in part) to the extent that the performance of such obligation is prevented, frustrated, hindered or delayed as a result of any breach of this Contract by the Customer or any voluntary act or omission of the Customer.

17. Confidentiality.

17.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.2.2.

17.2 Each party may disclose the other party's confidential information:

17.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.2; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

17.4 Both HBT and the Customer agree to comply with the Data Processing Addendum and that such agreement is incorporated into this Contract.

18. Anti-Bribery

18.1 The Customer shall, and shall procure that its officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall;

18.1.1 comply with all applicable Anti-Bribery Laws and not cause HBT to breach any Anti-Bribery Laws;

18.1.2 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;

18.1.3 comply with HBT's Ethics and Anti-bribery Policy as is notified to the Customer by HBT from time to time.

19. Force Majeure

19.1 Neither party shall be obliged to carry out any obligation under this Contract (other than the Buyer's obligation to pay the Price) where performance of such obligation is prevented due to any cause beyond a party's reasonable control including but not limited to, any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour

shortage or labour dispute, the act or omission from the Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction by a third party of line of sight between microwave installations, war, military operations, or riot, or difficulty, delay or failure in manufacture, production or supply by third parties of the Goods resulting from the same or a similar type of force majeure event and breakdown of any Goods.

19.2 A party relying on this clause 8 shall use reasonable endeavours to mitigate the effects of a force majeure event.

20. General

20.1 The Contract shall not create or constitute a partnership, joint venture or agency relationship between the Parties.

20.2 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.3 No failure to exercise, or delay in exercising a right, power or remedy provided by the Contract or by law shall constitute a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

20.4 This Contract does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

20.5 Buyer shall not assign, charge or otherwise deal with all or any of its rights and obligations in the Contract in whole or in part without the prior written consent of HBT.

20.6 All notices, requests and other communications called for by this Contract will be deemed to have been given immediately if made by electronic mail (confirmed by concurrent written notice sent first class post, postage prepaid) to the addresses set out herein.

20.7 The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods shall not apply and both Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

20.8 The Buyer shall not, without the prior written consent of HBT, at any time from the date of the Contract to the expiry of six months after the termination or expiry of a Contract (or in the case of multiple Contracts the last Contract to be terminated or expire), actively solicit or entice away from HBT, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement by the Buyer for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of HBT in the provision of the Mobile Network Services to the Buyer. Any consent given by HBT in accordance with this condition 20.8 shall be subject to the Buyer paying to HBT a sum equivalent to twenty per cent of the then current annual remuneration of HBT's employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by the Buyer to that employee or sub-contractor.

20.9 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of HBT in connection with the Mobile Network Services.

20.10 The Buyer consents to the disclosure to any radio or telecommunications operating company of

its name, address and details of the Mobile Network Service and Equipment provided to it pursuant to this Contract.

20.11 Notwithstanding any other provision of this Contract, HBT may vary this Contract at any time by notice in writing to the Buyer.

SCHEDULE 1: Definitions

In these terms and conditions (unless the context otherwise requires):

“Anti-Bribery Laws” means any and all statutes, statutory instruments, bylaws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-corruption, including (without limitation) the Bribery Act;

“Assignee” means an assignee of all or any part of HBT’s rights under a Contract, in accordance with condition 19.7, including without limitation HBT’s rights and title in and to Equipment;

“Bribery Act” means the Bribery Act 2010;

“Bar” “Barring” and “Barred” means the act of barring the Customer from making or receiving certain services on the Equipment;

“Business Day” means Monday to Friday (inclusive) in any week but excluding English bank holidays or public holidays;

“Charges” means, in respect of a Contract, the Equipment Charges and/or Service Charges payable by the Customer for Equipment and/or Mobile Network Services as set out in the Order Form or Tariff as applicable, including without limitation any Termination Charge and/or Damage Charges and/or Non-Return Charges;

“Company” means HBT Telecom (UK) Limited with company registration number 02575331 and registered office: H B House Foleshill Enterprise Park, Courtaulds Way, Coventry, West Midlands CV6 5NX and includes its successors and Assignees;

“Conditions” means these terms and conditions entered into between HBT and the Customer;

“Connection” and “Connected” means the connection of the Equipment or SIM Card to the selected tariffs and Systems;

“Contract” means the agreement between the Customer and HBT for the provision of Equipment and/or Mobile Network Services consisting of a duly executed Order Form incorporating these Conditions, the Data Processing Addendum, any Service Specific Conditions and any other document incorporated by reference into the Contract;

“Contract Year” means a period of twelve months commencing from either (i) the Commencement Date of the relevant Contract; or (ii) any subsequent annual anniversary of the Commencement Date;

“Customer” means the person, firm or company specified on the Order Form and any other person appearing to act within that person’s, firm’s or company’s authority and includes where relevant the Customer’s permitted assigns;

“Damage Charges” means, in respect of Equipment, the amount (if any) payable by the Customer for failing to return the Equipment in Good Working Order and Condition calculated in the manner set out in the relevant Order Form;

“Data Processing Addendum” means the data processing addendum, the current version of which is set out at <https://www.hbtcommunications.com/> (or at such other URL as is notified to the Customer by HBT from time to time);

“Director” means a director of HBT authorised to sign any Order Form. **“Encumbrance”** means an interest in, right or any form of security over property, including, but not limited to (a) any mortgage,

pledge, lien or charge; or (b) any other security or preferential interest or arrangement of any kind with any creditor to have its claim satisfied in priority to creditors;

"End User" means a user of the Equipment and/or Mobile Network Services. "Equipment" means the mobile device(s) (if any) and associated equipment detailed in the relevant Order Form and rented to the Customer on the terms of the relevant Contract;

"Equipment Charge" means, in respect of any Equipment, the monthly recurring fixed charge specified in the relevant Order Form and payable by the Customer to HBT (in addition to the Service Charges) for each month (or part thereof) during the Term for the right to use and rent the Equipment;

"General Conditions" means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time;

"Good Working Order and Condition" means the condition and components of the Equipment as at the time the Contract was entered into, but subject to fair wear and tear over the Minimum Term and the subsequent element of the Term (if any) as reasonably determined by HBT.

"Group" means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time.

"Migrate" and **"Migration"** means the transfer of a mobile number to any alternative service provider on the same network;

"Minimum Term" means a minimum term of thirty-six (36) months (or such other period expressly set out in the Order Form) from the Commencement Date;

"Mobile Bill Cap" means the cap on certain Charges for Mobile Network Services per Connection (as further detailed at <https://www.hbtcommunications.com/> or such other website address as notified to the Customer from time to time), which are over and above the Customer's Tariff, and which has been applied to the Customer's account in accordance with condition 5.9;

"Mobile Network Service(s)" means the provision of airtime, SMS, MMS and/or data, together with any other services identified in this Contract, by means of the Systems offered by HBT;

"Non-Return Charge" means, in respect of Equipment, the amount (if any) payable by the Customer for failing to return the Equipment calculated in the manner set out in the relevant Order Form;

"Normal Working Hours" means 9.00am to 5.00pm on any Business Day;

"OFCOM" means the Office of Communications and/or any successor body;

"Order Form" means an order form incorporating these Conditions, and to which these Conditions are attached or which is expressed to be subject to these Conditions, which sets out the detail of the order, including (without limitation) the Customer's details and the Equipment and/or Mobile Network Services to be supplied under the Contract;

"Overseas Data Cap" means the cap on data usage of £45 ex VAT per month per End User which will be automatically applied to the Customer's account;

"Parent Undertaking" has the meaning given to it in section 1162 of the Companies Act 2006;

"Party" means HBT or the Customer, and "Parties" shall refer to both of them;

"Payment Date" has the meaning given to it in condition 6.6;

“Port” and “Porting” means the transfer of a mobile number or Mobile Network Service to any alternative mobile service provider and/or mobile service operator;

“Rate of RPI” means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body) in the month preceding an RPI Increase;

“Relevant Laws” means any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case, for the time being;

“Roam Like at Home” means making and receiving calls, sending and receiving messages, using data, whilst overseas but within the EEA at the same rates as would have been charged had such usage occurred in the UK;

“RPI Increase” means an increase in the monthly subscription charges pursuant to condition 6.3;

“Service Charges” means the charges payable by the Customer for Mobile Network Services as described and at the rates specified in the Tariff, including without limitation any call charge, access charge, connection charge, minimum charge and value added service charge;

“Service Operator” means any mobile network operator;

“Service Specific Conditions” means any additional terms and conditions which are to apply to a Contract as specified on the Order Form or these Conditions in respect of specific Services;

“SIM Card” means a module which contains Customer Information and which, when used with Equipment, enables access to the Mobile Network Services;

“Small Business Customer” means a Customer who has been identified on the Order Form as being a customer who is not a communications provider and has 10 or less workers (whether as employees or volunteers or otherwise);

“Software” means software provided by HBT to the Customer to enable the Customer to use the Mobile Network Services.

“Subsidiary Undertaking” has the meaning given to it in section 1162 of the Companies Act 2006;

“System(s)” means the public telecommunications systems that HBT makes available to the Customer;

“Tariff” means HBT’s tariff for each of the Mobile Network Services which is provided to the Customer and/or set out at <https://www.hbtcommunications.com/> or at such other web address as is notified to the Customer by HBT from time to time and/or used by HBT to calculate the Charges.

“Term” means the term of the relevant Contract;

“Termination Charge” means the total Charges which are still to fall due or which would, but for termination of the Contract, have become due under the relevant Contract plus any costs incurred by HBT in terminating any funding arrangements entered into by HBT in connection with the Equipment;

“Upgrade” means any supply of a new handset or mobile device; and

“User Instructions” has the meaning given to it in condition 8.1.7.