

Service Specific Terms and Conditions for Mobile Services

These Service Specific Terms and Conditions for Mobile Services form Your Agreement with the Service Provider, together with the Elite Group Standard Terms and Conditions and the Order Form.

1. Interpretation

1.1. In this agreement the following words will have the following definitions:

“Artificially Inflated Traffic” means the flow of calls and/or data to any particular Service which is, as a result or consequence of any activity by or on behalf of any Connection or by You, disproportionate to the flow of calls and/or data which would be expected from good faith commercial practice.

“BillNow” means the portal You may access to view invoice, billing and reporting information and to complete self-serve activity detailed in section 10 of these Service Specific Terms and Conditions for Mobile Services.

“Connection Charge” means the relevant one-off sum charged for the connection to the Service as detailed in the Order Form.

“Connection” means the connection of the SIM Card to the Network.

“Connection Date” means the date of Connection.

“Credit Limit” means a financial limit applied for charges incurred under this Agreement.

“Customer Cashback” is as detailed on the Order Form if applicable.

“Customer Contribution” is as detailed on the Order Form if applicable.

“Equipment” means the mobile phone hardware, other hardware and accessories associated with the Services and/or the SIM Card provided by the Service Provider to You.

“Equipment/Device Subsidy” means the subsidy applicable to any item of Equipment for the relevant Minimum Period.

“Hardware Fund” is as detailed on the Order Form if applicable.

“Line Rental Rebate” is as detailed on the Order Form if applicable.

“Mobile Network Operator” means the operator who the Service Provider uses to provide mobile communication services to its customers.

“Mobile Wholesaler” means the wholesaler who provides mobile communication services to the Service Provider for onward provision to its customers.

“Network” means the telecommunications network made available to You.

“Order Form” means the order document, in a form provided by the Service Provider or any additional order information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to order the Service subject to the Agreement.

“SIM Card” means Subscriber Identity Module, which is either a unique physical card containing information and when used with the Equipment, enables access to the Services or an eSIM, which is an electronic SIM whereby the connection details are provided either digitally or physically in lieu of a physical card.

“Services” means the mobile network services, SIM cards, the provision of phones, devices or other equipment supplied by the Service Provider.

“Standard Terms and Conditions” means the Elite Group standard terms and conditions which form Your Agreement, and which are signed by You as a condition of taking the Services.

“Systems” means those mobile telecommunications systems which the relevant Mobile Network Operator is licensed to run and has made available to the Service Provider.

“Termination Fee” means the Charges in respect of each device or SIM Card disconnected from the Service.

“You/Your” means the person, firm or service provider specified on the Order Form and any other person appearing to act within that person’s, firms, or company’s authority.

2. Additional Equipment Terms

2.1. Where Equipment is provided to You on a free of charge basis, then notwithstanding delivery and acceptance of the Equipment, title in the Equipment shall remain with the Service Provider. Following any upgrade of Equipment or disconnection the Equipment from the Service the Service Provider shall reserve the right to request the safe return of the Equipment from You to the Service Provider. You shall keep the Equipment in good working order during the period of use.

2.2. The Service Provider reserves the right to charge You any applicable replacement or repair charges at the current price in place for any Equipment that is not returned to the Service Provider in accordance with the provisions of the Standard Terms and Conditions.

2.3. A 50% re-stocking fee will be charged for non-defective products returned by You. Returning Equipment must be accompanied by all accessories & original undamaged outer packaging for a credit note to be issued.

2.4. Upon receipt of Equipment by You or any representative of, if a product shortfall, alleged defect or discrepancy is identified then the Service Provider must be notified within 2 business working days of receipt otherwise a claim for product shortfall will not be valid.



- 2.5. Except as expressly provided in this Agreement by the Service Provider all warranties, conditions of terms, (whether expressed or implied by statute or common law or otherwise) as to the quality of their Services or their fitness for any particular purposes are hereby excluded to the fullest permitted by law.
- 2.6. The Service Provider reserves the right to charge carriage in circumstances where You refuse to accept delivery of goods supplied by the Service Provider in response to a duly authorised order received from You.
- 2.7. If by reason of refusal or delay of delivery or installation the Equipment shall be deemed to have been delivered by the Service Provider and payment of the balance shall be immediately made by You to the Service Provider.
- 2.8. Any Equipment (or part) which has been returned and replaced by the Service Provider, shall become the property of the Service Provider.

3. Additional Agreement Terms

- 3.1. Unless the Order Form says otherwise, each Connection has a Minimum Period of 24months.
- 3.2. The Service Provider will use reasonable efforts to provision the Connections to the Network, keep the Service available during the Term, and deliver the Equipment listed on the Order Form.
- 3.3. You acknowledge that Service availability depends on network coverage, maintenance, power, third-party networks, and other factors outside the Service Provider's reasonable control. This means the service may not always be available or uninterrupted.
- 3.4. You acknowledge that the Service Provider is entirely dependent on its suppliers and the Mobile Network Operators in relation to the quality of airtime, in terms of line clarity and call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and/or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of the Service.
- 3.5. You further acknowledge that the Service Provider shall not be liable to You to any extent for any failure of the Mobile Network Operator or Mobile Wholesaler to provide, maintain or otherwise make available the Services and Systems.
- 3.6. The Service Provider shall not be liable for any fraud, fraudulent traffic or abuse of the Services and Systems by You or any third party.
- 3.7. If any Connection is not being used for commercial purposes which include chargeable calls or data transmission during the first 90 days following the Connection Date then the Service Provider shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that Connection.
- 3.8. The Service Provider shall be entitled to give written notice of reasonable length in the circumstances to You to make amendments or variations to this Agreement which are necessary by virtue of any provision in any Agreement between the Service Provider and the Mobile Network Operator or its third-party supplier, the Mobile Wholesaler or legislation.

4. Your Responsibilities

- 4.1. You must:
 - 4.1.1. provide accurate order and account information;
 - 4.1.2. use the Services lawfully and properly;
 - 4.1.3. follow reasonable instructions from the Service Provider;
 - 4.1.4. keep account details, passwords, PINs and usernames secure; and
 - 4.1.5. inform the Service Provider immediately about lost or stolen Equipment.
- 4.2. You must not:
 - 4.2.1. use or allow others to use the Service for any illegal, fraudulent, improper, or immoral or unlawful purpose;
 - 4.2.2. act or omit to act in any way in which may injure or damage any personal property or the Network or Systems or howsoever cause the quality of the Service to be impaired;
 - 4.2.3. use the Equipment and the Service for any purpose other than that for which it was designed or intended;
 - 4.2.4. damage or tamper with the Equipment so as to invalidate any warranty provided by the Equipment manufacturer and to pay the standard charges levied by the Service Provider from time to time applicable to repair work on Equipment which is outside (in scope or time) the warranty provided by the manufacturer of the Equipment;
 - 4.2.5. use automated means to make calls or texts, or generate excessively high volumes of data, or use unlawful or unauthorised gateways or similar arrangements;
 - 4.2.6. use the Service and/or Systems to send unsolicited bulk SMS or email messages;
 - 4.2.7. use the Service and/or Systems in a way which results in Artificially Inflated Traffic; or
 - 4.2.8. use the Service and/or Systems in a way which is inconsistent with good faith and commercial practice.
- 4.3. You are responsible for the acts and omissions of Your users, employees, agents, and contractors when they use the Services or Equipment.
- 4.4. You will be responsible for any charges incurred as a result of unauthorised use of any devices, or SIM Card, or the information contained within a SIM Card, until the Service Provider has suspended the Service.

4.5. You acknowledge and accept that it is You and not the Service Provider who is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services or otherwise.

5. Additional Charges Terms

5.1. You must pay all Charges shown on the Order Form and:

- 5.1.1. usage charges outside any bundle or allowance;
- 5.1.2. the Connection Charge if applicable;
- 5.1.3. international, roaming, premium rate and third-party network charges where applicable;
- 5.1.4. any termination, non-return, or damage charges that apply;
- 5.1.5. a standard disconnection fee of £30 per Connection.

5.2. Equipment Charges are a separate obligation which means You must continue paying Equipment Charges for the agreed Term even where there is a problem with the Services and the Mobile Network, or where the Mobile Network is unavailable, or You have a dispute with the Service Provider. Equipment Charges are not refundable unless charged in error.

5.3. Unless the Order Form says otherwise:

- 5.3.1. Calls, texts and data outside the UK will incur extra charges.
 - 5.3.2. Usage outside of any bundle or allowance will be charged.
 - 5.3.3. Premium rate and international usage may be enabled unless You ask the Service Provider to disable it.
- 5.4. The Service Provider may vary all or any of its charges by publishing of such variations in its Tariff Sheets. Such variances to have immediate effect under this Agreement unless otherwise stipulated therein.
- 5.5. In the event that You give notice to terminate the Service which takes effect prior to the expiry of the Minimum Period or any Renewal Term for the Connection concerned, You will pay to the Service Provider any applicable termination fee levied by the Mobile Network Operator or the Mobile Wholesaler to the Service Provider and:
- 5.5.1. early termination fees in accordance with the Standard terms and Conditions;
 - 5.5.2. any Equipment supplied free of charge or as part of the discount package will be the property of the Service Provider and will be returned by You within 7 days of the Service termination date or invoiced to You at the Service Provider's price list at time of early termination;
 - 5.5.3. any commission paid, line rental discount, Customer Cashback, Customer Contribution, Hardware Fund, and/or rebate provided as part of a discount package which may be subject to claw back;
 - 5.5.4. the standard disconnection fee of £30 per Connection;
 - 5.5.5. in the event of the Mobile Network Operator or the Mobile Wholesaler providing call data after disconnection of the Service, You will be liable for all outstanding charges at any time after the disconnection date.

6. Billing Limits

- 6.1. In accordance with regulation, at the point of order You have the opportunity to specify a cap in respect of the total amount of Charges that You are able to incur during each billing period applicable to Your Services ("**Billing Limit**"). The Service Provider strongly recommends that you set a Billing Limit applicable to Your Services at the point of order. Such agreed Billing Limit shall only be accepted by the Service Provider unless agreed formally in writing between the parties.
- 6.2. Once the Billing Limit has been reached in relation to any given billing period, Your service will be automatically suspended, and You will not be able to use it for the remainder of that period unless You provide the Service Provider with a written request to remove or increase your agreed Billing Limit.
- 6.3. You accept and understand that if You do decide to specify an agreed Billing Limit, the Service Provider may need to amend the scope of the Services that are currently provided to You as only some of the Service Provider mobile platforms currently have the requisite functionality to support capped/limited bill arrangements.

7. Hardware Fund (if applicable)

- 7.1. The Service Provider may at its sole discretion allocate an amount equivalent to the value in the Hardware Fund for You to purchase Equipment through the Service Provider from a network distributor or to offset Charges.
- 7.2. The Hardware Fund remains the property of the Service Provider at all times.
- 7.3. The Service Provider reserves the right to reduce and/or apply a charge to the Hardware Fund in any of the circumstances detailed in clause 9, and also in the following circumstances;
 - 7.3.1. the Service Provider reasonably suspects that You are intending to terminate the Contract in breach of its obligations; or

- 7.3.2. the Mobile Network Operator or the Mobile Wholesaler charges the Service Provider as a result of Your conduct, including if You do not use the Services.
- 7.4. Any Hardware Fund remaining at the expiry of the Minimum Period or the termination of the Agreement will be retained by the Service Provider.

8. Customer Cashback (if applicable)

- 8.1. Upon Connection or Renewal of the Service, You shall invoice the Service Provider for the Customer Cashback amount if applicable and as detailed in the Order Form. VAT will be added to all bills and at the relevant rate where applicable and the Service Provider shall pay such invoice (providing it is deemed to be correct) within 30 days from the end of the month in which such invoice is received.
- 8.2. It is Your responsibility to send an invoice to the value of the Customer Cashback to the Service Provider for payment. All claims by this method must be received by the company within six months from the Connection Date. Any invoices received after this date will be deemed to be invalid.
- 8.3. The Service Provider has the right to retain all or part of any Customer Cashback:
 - a) when directed by any regulatory body;
 - b) where any Mobile Network Operator or Mobile Wholesaler withholds or reclaims any corresponding sums from the Service Provider as a result of Your acts or omissions; or
 - c) the Service Provider has reasonable grounds to believe the Service is being used for fraudulent or other illegal activity or otherwise in breach of the Agreement (only until such time as You prove to reasonable satisfaction of the Service Provider that this is not the case).

9. Additional Terms relating to Suspension and Termination

- 9.1. The Service may be suspended under the following circumstances by the Mobile Network Operator and/or the Mobile Wholesaler and/or the Service Provider wherever reasonable and without notice, provided that it shall use reasonable endeavours to restore the Service as soon as reasonably practicable:
 - 9.1.1. During technical failure, modification or maintenance of the System and/or network by which the Services are provided;
 - 9.1.2. If in the reasonable opinion of the Service Provider, the Service is being used in a manner prejudicial to Your interest and/or to the interest of the Service Provider;
 - 9.1.3. if the Service Provider has reasonable cause to suspect fraudulent use of any payment method, the device's SIM card or the device itself, or the device is identified as having been stolen;
 - 9.1.4. due to an emergency or upon instruction by emergency services or any government or appropriate authority (including the Mobile Network Operator) or for Your own security;
 - 9.1.5. If the Mobile Network Operator, the Mobile Wholesaler or its third-party reseller cannot continue to provide the Service to the Service Provider; and/or
 - 9.1.6. If the Service Provider is required to do so by a regulator, Mobile Network Operator, Mobile Wholesaler or legal authority.
- 9.2. The Service may be suspended under the following circumstances by the Mobile Network Operator and/or the Mobile Wholesaler and/or the Service Provider wherever reasonable and without notice:
 - 9.2.1. If the Service Provider has reasonable grounds to believe that the Services are being used fraudulently or unlawfully;
 - 9.2.2. If You fail to comply with the terms of this agreement after being given written notice of Your failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied;
 - 9.2.3. If You allow anything to be done which in the Service Provider's reasonable opinion may have the effect of jeopardising the operation of the Services, or the System or Network;
 - 9.2.4. If the Service Provider is entitled to suspend provision of any other telecommunications service under the terms of any other agreement with You; and/or
 - 9.2.5. If You exceed your Credit Limit.
- 9.3. During any period of suspension arising from the circumstances detailed in this clause 9, You shall remain liable for all Charges levied in accordance with this agreement. Suspension does not remove Your duty to pay charges already due, Equipment charges, or other amounts owed under the agreement.
- 9.4. If the Service Provider agrees in their sole discretion to re-instate the Service following a suspension of disconnection, You may be liable for a re-connection fee if the suspension or disconnection is due to Your default.
- 9.5. The Service Provider shall have the right to terminate this Agreement forthwith by notice for any reason under which it may suspend the Service under clause 9 of this Agreement, and may also terminate this Agreement if the relevant Mobile Network Operator or Mobile Wholesaler suspends provision of Connections or Services, or terminates its supply agreements with its third-parties or the Service Provider for whatever reason.



10. **BillNow service (if applicable)**

10.1. If applicable to your Service, You may be provided with access to the BillNow service. The BillNow service allows You to access the following features:

- Invoice and billing information
- Usage analysis and reporting
- Charge breakdowns and spend insights
- Bundle usage monitoring
- Self-serve SIM swaps
- Self-serve call barring
- User, department, and cost centre management
- Account and bill delivery administration

10.2. You are responsible for all changes and modifications You make to Your Service via the BillNow service and the Service Provider will not be liable for any changes and modifications You make to Your Services that results in a unwanted or detrimental impact to Your Services.

By signing below, You confirm that You have read these Service Specific Terms and Conditions for Mobile Services and agree to be bound by them, together with the Elite Standard Terms and Conditions set out in or deemed to form part of this Agreement and the Charges and additional terms detailed within the Order Form.

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