

In (a) above, the charge will be 20% of the monthly call spend for each month that the monthly call spend is not attained.

In (b) above, the charge will be based upon the customer's average monthly spend under this Contract (when the customer has been using the service normally), multiplied by the number of complete months remaining until the contract which would otherwise have expired (up until the minimum term).

Unless otherwise stated in the 'Your Network Group Ltd access business tariff' or other relevant Your Network Group Ltd tariff, call prices are quoted by the minute. The duration of each call is measured in one second increments, and then rounded up to the nearest second. Each call is charged excluding vat. Based on the duration, the ex-vat cost of each call is then calculated and the result rounded up to the nearest penny. Vat is then added where applicable to the total of all charges on the customer's invoice.

**1. Contract term**

The minimum term of the contract is 24 months from the commencement date or the duration of the 'call commitment plan' if set out in the order.

**2. Service availability and performance**

2.1. Your Network Group Ltd may at any time change the Your Network Group Ltd designated carrier network, the services or the equipment:

- (a) if it needs to do so to comply with any applicable safety or other statutory requirements; or
- (b) where the change does not materially detract from the quality or performance of the services (in the reasonable opinion of Your Network Group Ltd).

2.2. Your Network Group Ltd will pay for any change to the Your Network Group Ltd designated carrier network, services or equipment made under clause 2.1.

**3. Support levels and fault resolution**

If Your Network Group Ltd provides assistance to the customer for the resolution of a fault, but it is subsequently discovered that the fault lies with neither the equipment or the Your Network Group Ltd designated carrier network, the customer shall pay Your Network Group Ltd for the resolution of the fault on a time and materials basis at the reseller current rates from time to time.

**Schedule 4 – mobile (services provided through the Your Network Group Ltd network) definitions**

In this schedule, the following definitions (as well as those found at clause 1 of the main body of these conditions) apply:

**Ait:** means the artificially inflated traffic and occurs where the flow of calls to any revenue share service is, as a result of any activity on or on behalf of the party operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the network.

**Airtime:** the wireless airtime and network capacity procured from the network operator.

**Airtime account:** an account set up by Your Network Group Ltd to accrue credits owing to the customer from which airtime can be purchased from Your Network Group Ltd by the customer.

**Airtime application:** the Your Network Group Ltd airtime application form, or any other Your Network Group Ltd application form used by the customer to apply for the wireless services.

**Business mobiles contract:** the mobile services order form signed by the customer setting out the services and/or sale equipment to be supplied by Your Network Group Ltd to the customer pursuant to these conditions.

**Device:** a wireless device, or equipment incorporating a sim card.

**Disconnection notice:** a notice to disconnect one or more sim cards from the wireless services given pursuant to clause 6.1 of this relevant schedule.

**End-user licensed software:** any software, the licence terms for which are governed by a separate agreement with the licensor of such software typically by means of a "click-wrap" or "shrink-wrap" licence agreement.

**Equipment account:** an account set up by Your Network Group Ltd to accrue credits owing to the customer from which equipment can be purchased from Your Network Group Ltd by the customer.

**Gsm gateway:** a device (not designed or adapted to be capable of being used whilst in motion) for wireless telegraphy designed or adapted to be connected by wireless telegraphy to the Your Network Group Ltd wireless telecommunications network or the wireless telecommunications system of another network operator and used solely for the purpose of sending and receiving messages conveyed by means of the Your Network Group Ltd wireless telecommunications.

**Line rental charge:** the non-usage dependent part of the charges, payable on a monthly basis per sim card.

**Mobile extension:** the service which uses certain wireless extension technology in conjunction with a private circuit or virtual private circuit and that enables certain devices to operate as part of the customer's wireless private or virtual private voice network.

**Network operator:** the network operator who operates the wireless network or networks to which the sim cards are connected.

**Numbers:** the numbers allocated to Your Network Group Ltd by the network operator and in turn allocated by Your Network Group Ltd to sim cards.

**Your Network Group Ltd price list:** the notes, descriptions of, criteria for use of, and the list of prices and tariffs which are charged to Customers for equipment, wireless services and which is supplementary to the charges.

**Replacement list price:** the charges applicable to equipment which is not supplied in conjunction with a new sim card and which charges shall be available from Your Network Group Ltd upon request from the customer.

**Sim card:** the subscriber identity module supplied by the network operator (and which shall at all times remain the property of the network operator), which is allocated to the customer by Your Network Group Ltd, and which contains the number.

**Sms:** the short message service, which enables text messages to be sent to, and received from devices.

**Software:** any software (excluding end-user licensed software) supplied to the customer by Your Network Group Ltd, the network operator or any other supplier under the terms of or in respect of the contract.

**Value added wireless services:** the value-added wireless services such as installation, insurance, field services, repair etc. As may be made available from time to time by Your Network Group Ltd to customers on a non-discriminatory basis and details of which appear on the Your Network Group Ltd price list.

**Wireless services:** the provision by Your Network Group Ltd to the customer of airtime, equipment, gprs bearer, mobile extension, mobile web, sms, sms land to mobile text messaging service and/or any other wireless services, which Your Network Group Ltd may from time to time provide.

**1. Services supplied**

1.1 Your Network Group Ltd agrees to provide the wireless services during the term.

6.4 Your Network Group Ltd reserves the right to add to, substitute, or to discontinue any value-added wireless service at any time. Your Network Group Ltd does not guarantee the continuing availability of any value-added wireless service.

6.4 the customer agrees not to use sms for the purpose of marketing or advertising anything to users of wireless services without the consent of those users.

1.4 the customer agrees that in respect of SMS, Your Network Group Ltd is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the customer's sim cards, which do not originate from Your Network Group Ltd.

1.5 certain elements of the wireless services are dependent on the customer having suitable infrastructure available and/or using an appropriate device and in the event that the customer is unable to provide suitable infrastructure, or fails to use an appropriate device, then:

- (a) some of the wireless services may not function correctly ("the affected services");

- (b) Your Network Group Ltd reserves the right not to provide the customer with the affected services.
  - (c) Your Network Group Ltd shall have no liability for the customer's inability to receive the affected services.
  - 1.6 during the minimum term, the customer shall not be permitted to transfer a sim card from the tariff which that sim card was originally connected to under the contract to another tariff except where Your Network Group Ltd at Your Network Group Ltd absolute discretion agrees to do so and confirms such a change in writing to the customer.
  - 1.7 Your Network Group Ltd cannot set usage limits and the customer will be liable for all charges incurred by its use of the wireless services. Your Network Group Ltd may monitor the customer's usage of the wireless services for the purpose of controlling Your Network Group Ltd credit risk and the customer's exposure to fraudulent usage.
  - 1.8 Your Network Group Ltd reserves the right to bar service to any equipment supplied under the contract wherein Your Network Group Ltd opinion that equipment is not being used in a manner which Your Network Group Ltd would reasonably expect including but not limited to where the equipment is:
    - (a) used in conjunction with a sim card connected to a tariff other than one which the customer has ordered under the contract;
    - (b) used in conjunction with a sim card allocated to any other Your Network Group Ltd customer's account;
    - (c) used solely or predominantly on a roaming basis; or
    - (d) not used on the Your Network Group Ltd network within 45 days from the date of dispatch by Your Network Group Ltd or during any other period of 30 consecutive days; unless Your Network Group Ltd and the customer have agreed in writing otherwise.
  - 1.9 Your Network Group Ltd reserves the right to bar a sim card from making calls (other than calls to emergency services) and/or disconnect any sim card supplied under the contract if such sim card is not being actively used in a manner which Your Network Group Ltd would reasonably expect to be proper use including but not limited to where the sim card has not been used:
    - (a) within 30 days of activation of the sim card by Your Network Group Ltd on the tariff which the customer has ordered under the contract; or
    - (b) for any subsequent 30-day period thereafter; and Your Network Group Ltd unbar/reconnect any such sim card once Your Network Group Ltd is satisfied, acting reasonably, that the sim card is to be used properly by the customer to make use of the wireless services provided under the contract, which proper use must be explained to Your Network Group Ltd within 30 days of the date on which the sim card is barred/disconnected.
  - 1.10 the customer, at the customer's expense, shall return to Your Network Group Ltd any equipment, supplied by Your Network Group Ltd which equipment:
    - (a) has been barred pursuant to clause 1.8 of this schedule.
    - (b) was equipment supplied in conjunction with a sim card which has been disconnected pursuant to clause 1.8 of this schedule and which has not been reconnected by Your Network Group Ltd, and in the event that the customer fails to return any such equipment within two (2) weeks of written notice from Your Network Group Ltd to do so, then the customer agrees to pay Your Network Group Ltd the replacement list price of the equipment as specified in the Your Network Group Ltd pricelist.
  - 1.11 in the event that the customer sells any equipment in breach of the contract, the customer agrees that liquidated damages equal to the replacement list price of the equipment, as set out in the Your Network Group Ltd price list at the date on which Your Network Group Ltd invokes its right to recover liquidated damages under this clause 1.11, shall immediately be due and payable from the customer to Your Network Group Ltd
- 2. Use of service(s)**
- 2.1 the customer undertakes with Y-your Network Group Ltd that throughout the term it will use its reasonable endeavours to:
    - (a) not to use the sim card and/or devices and/or other equipment and the wireless services for any purpose other than that for which it was designed or intended; and
    - (b) notify Your Network Group Ltd immediately (and to confirm in writing) on becoming aware that any device of sim card has been lost or stolen or that any person is making improper or illegal use of the device, sim card or the wireless services. The customer will be responsible for any charges incurred as a result of unauthorised use of any device, or sim card, or the information contained within a sim card, until Your Network Group Ltd has received a request from the customer to suspend the wireless services to that device or sim card.
  - 6.4 the customer undertakes with Your Network Group Ltd that through the term it will, and will take all reasonable steps to ensure that its employees will:
    - (a) pay the standard charges levied by Your Network Group Ltd from time to time applicable to repair work on equipment which is outside (in scope or time) the warranty provided under the contract; and
    - (b) use the equipment and any software (including any end-user licensed software) in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of Your Network Group Ltd and not to copy, reverse engineer or modify the software or the end-user licensed software in any way save as permitted by law;
    - (c) not to use the service in any way to generate ait;
    - (d) not, without the prior written consent of Your Network Group Ltd which may be withheld at Your Network Group Ltd absolute discretion, establish, install or use a gsm gateway so that telecommunication services are provided via a gsm gateway to third parties; and
    - (e) not use the wireless services in a manner which is inconsistent with a reasonable customer's good faith use of the wireless services or the Your Network Group Ltd cellular telecommunications network;
    - (f) not use the wireless services fraudulently or in connection with a criminal offence or for the purpose of sending unsolicited text messages or any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any person's intellectual property rights or rights of privacy or is otherwise unlawful; and
    - (g) not use the wireless services in any way which causes annoyance, inconvenience or needless anxiety as set out in the communications act 2003.
  - 2.3 the customer may establish, install or use a gsm gateway for its own private purposes only, provided that it adheres at all times to Your Network Group Ltd policies in respect of the use of private gsm gateways.
  - 2.4 the customer agrees that it is procuring the sim cards, equipment, and wireless services solely for its own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the sim card, the equipment, or the wireless services.
  - 2.5 where the customer accepts the terms of a licence in respect of any end-user licensed software, then those licence terms shall take precedence over any terms within the contract relating to end-user licensed software and shall exclusively comprise the customer's sole rights and remedies in respect of such end-user licensed software.
- 3. charges**
- 3.1 the prices and tariffs payable by the customer to Your Network Group Ltd for equipment and airtime are as set out in the airtime application and any prices and tariffs not set out in the airtime application shall be as set out in the Your Network Group Ltd price list. For the avoidance of doubt, any data and/or mobile usage more than your agreed monthly allowance shall be charged at the then current Your Network Group Ltd tariffs in force from time to time.

- 3.2 all charges shall be based upon call and billing data recorded by Your Network Group Ltd. The customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 3.3 any credits accrued in the equipment account and/or airtime account may be used solely for the purposes of offsetting charges for equipment and/or airtime respectively, do not have any monetary value, and the customer is not entitled to:
- use any credits accrued in the equipment account to offset airtime charges or vice versa; or
  - offset any credits accrued in the equipment account or the airtime account against any outstanding debt; or
  - any payments from any credits accrued in the equipment account or the airtime account; or
  - any future use of credits accrued in the equipment account or the airtime account upon termination of the contract.
- 3.4 Your Network Group Ltd shall on a monthly basis, submit to the customer one or more invoice(s) which shall itemise charges for the wireless services.
- 3.5 Your Network Group Ltd reserves the right to review any credit applied to the contract. Your Network Group Ltd may require from the customer a deposit as security for payment of charges. The customer may request the return of any deposit paid at the expiry of any 12-month period but the decision to return any deposit prior to termination of the contract will be at the discretion of Your Network Group Ltd. Your Network Group Ltd reserves the right to set off any deposit against the charges. Your Network Group Ltd may require the customer to pay by direct debit. If the parties agree that payments of the charges to Your Network Group Ltd are to be made by credit card and if payments of charges are not made on the due date Your Network Group Ltd is authorised to debit the customer's nominated credit card company with all charges due and payable to Your Network Group Ltd
- 3.6 unless otherwise stated in the Your Network Group Ltd price list, call prices are quoted by the minute. The duration of each call is measured in one second increments, and then rounded up to the nearest second. Each call is charged excluding vat. Based on the duration, the ex-vat cost of each call is then calculated, and the result rounded up to the nearest penny. Vat is then added where applicable to the total of all charges on the customer's invoice.
- 3.7 unless other stated in the Your Network Group Ltd price list all calls are subject to a minimum charge of £0.02.
- 3.8 unless otherwise stated in the Your Network Group Ltd price list peak rate call charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call charges apply from midnight on Friday to midnight on Sunday and off-peak rate call charges always apply when peak or weekend call charges do not apply.
- 3.9 pac codes requested by the customer shall be charged at £50 per telephone mobile number.
- 3.10 bolt-ons shall be added to any early termination fee if applicable.

#### 4. contract term

The minimum term of the contract is 24 months from the commencement date.

#### 5. service level agreement

The customer acknowledges that the provision of airtime is subject to the geographic extent of airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the

Wireless services in any particular location that may from time to time adversely affect the provision of the airtime in terms of line clarity and call interference.

#### 6. service availability and performance

- 6.1 a disconnection notice may be given by the customer in respect of a sim card at any time.
- 6.4 within 30 days from receipt of a disconnection notice Your Network Group Ltd will disconnect the relevant sim card or sim cards from the wireless services.
- 6.3 if the customer gives a disconnection notice resulting in disconnection of a sim card prior to the expiry of the minimum term for that sim card, the customer will pay to Your Network Group Ltd any applicable early termination fee.
- 6.4 upon the termination of the contract (for whatever reason) Your Network Group Ltd will disconnect all sim cards (and any other equipment) from the wireless services.
- 6.5 the contract will automatically terminate upon the disconnection of the last sim card from the wireless services.

#### 7. exclusions

The customer acknowledges that the wireless services may be dependent upon end-user licensed software and if the customer does not accept the licence terms relating to any end-user licensed software, Your Network Group Ltd shall have no liability whatsoever for any failure to provide the wireless services to the customer where the wireless services depend on the use of the end-user licensed software.

#### 8. clawback

- 8.1 in the event that the customer has received the benefit (or retains the benefit) of a special offer, such as a free handset or a cash back credit / notional credit ("credit") provided by Your Network Group Ltd, and the customer defaults with Your Network Group Ltd or terminates its contract with Your Network Group Ltd before the minimum term of said contract, then:
- the customer shall within 3 working days return all such property to Your Network Group Ltd which was the subject of the special offer.
  - the customer shall immediately cease to be entitled to receive the benefit of any credit with immediate effect and shall not be able to "cash in" any credit; and
  - any cash back credit shall immediately become worthless and defunct.
- 8.2 for the avoidance of doubt a credit has no monetary value whatsoever save for its use within the contract (during the term) to set off against any monies owing to Your Network Group Ltd in accordance with the terms of the contract and provided that the customer is not in breach of the terms of the contract. Any credit which has not been used by the customer for 12 months or more shall be

At the discretion of Your Network Group Ltd whether to allow to be used or not. For the further avoidance of doubt the customer is not entitled to "cash in" any credit upon expiry of the term.

#### Schedule 5 – mobile (services provided via a third-party network operator)

##### Definitions

In this schedule, the following definitions (as well as those found at clause 1 of the main body of these conditions) apply:

**Airtime:** the wireless airtime and network capacity procured from the network operator.

**Device:** a wireless device, or equipment incorporating a sim card.

**Mobile extension:** the service which uses certain wireless extension technology in conjunction with a private circuit or virtual private circuit and that enables certain devices to operate as part of the customer's wireless private or virtual private voice network.

**Network operator:** the network operator who operates the wireless network or networks to which the sim cards are connected.

**SMS:** the short message service, which enables text messages to be sent to, and received from devices.

**Wireless services:** the provision by the network operator to the customer of airtime, equipment, gprs bearer, mobile extension, mobile web, sms, sms land to mobile text messaging service and/or any other wireless services, which the network operator may from time to time provide.

**1. Services supplied**

Your Network Group Ltd agrees to procure the provision of the wireless services during the term through the network provider.

**2. Use of service(s)**

The customer acknowledges that the wireless services shall be provided through the network operator therefore Your Network Group Ltd has no liability whatsoever in relation to the same.

**3. Charges**

3.1 the prices and tariffs payable by the customer to the network operator shall be as set out in the business mobiles contract/airtime agreement. Charges will be incurred if you exceed your allowance, as detailed in your mobile contract. The network operator shall bill the customer directly for the services.

3.2 pac codes requested by the customer shall be charged at £50.00 per mobile number.

**4. Contract term**

The minimum term of the contract is 24 months from the commencement date.

**5. Service level agreement**

The customer acknowledges that the provision of airtime is subject to the geographic extent of airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the

Wireless services in any particular location that may from time to time adversely affect the provision of the airtime in terms of line clarity and call interference.

**6. Clawback**

6.1 in the event that the customer has received the benefit (or retains the benefit) of a special offer, such as a free handset or a cash back credit / notional credit ("credit") provided by Your Network Group Ltd, and the customer defaults with the network operator or terminates its contract with the network operator before the minimum term of said contract then:

(a) the customer shall within 3 working days return all such property to Your Network Group Ltd which was the subject of the special offer;

(b) the customer shall immediately cease to be entitled to receive the benefit of any credit with immediate effect and shall not be able to "cash in" any credit; and

(c) any cash back credit shall immediately become worthless and defunct.

6.2 for the avoidance of doubt a credit has no monetary value whatsoever save for its use within the contract (during the term) to set off against any monies owing to Your Network Group Ltd in accordance with the terms of the contract and provided that the customer is not in breach of the terms of the contract. Any credit which has not been used by the customer for 12 months or more shall be at the discretion of Your Network Group Ltd whether to allow to be utilised or not. For the further avoidance of doubt the customer is not entitled to "cash in" any credit upon expiry of the term.