

# Mobiles | Terms and Conditions

## 1 Mobiles

### 1.1 Mobile Services

1.1.1 These Mobile Services Conditions are supplemental to the general Conditions under which we provide the Services. Any defined terms in the Conditions shall apply to these Mobile Services Conditions unless stated otherwise.

1.1.1.1 These Mobile Services Conditions cover the provision by the Supplier to the Customer of the Mobile Services.

### 2 Commencement and Term

2.1 The Contract for Mobile Services shall commence in accordance with the Conditions

2.2 This Agreement shall remain in effect until at least the end of the Minimum Term (as applicable to the Mobile Services) and then thereafter unless terminated earlier by either party in accordance with this Agreement.

### 3 Provision of the Mobile Services

3.1 The Mobile Services shall be personal to the Customer and are non-transferable.

3.2 Once the Customer is connected, the Supplier will provide access to the Mobile Services. The Supplier will also open an account for the Customer (if not already opened) and provide a SIM and a phone number (and the Supplier may at its discretion agree to provide additional SIMs and phone numbers on request by the Customer). The Mobile Services may include Premium Services, and Age Restricted Services, which are provided on the basis. The Customer warrants that the users of the Mobile Services will be 18 or over and will not show or send any content from the Age Restricted Services to anyone under 18.

### 4 Availability of Mobile Services

4.1 The full Mobile Services are not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where access to the Mobile Services is not possible and/or restricted. Not all mobile handsets will be able to receive the Mobile Services. The Supplier only agrees to provide the Mobile Services to mobile handsets of a make and type approved by the Supplier from time to time.

4.2 There may be situations when the Mobile Services are not continuously available or the quality is affected and so the Supplier cannot guarantee continuous fault-free service. For instance:

4.2.1 when the Supplier, its Network Provider, or its Mobile Network Operator need to perform planned or unplanned upgrading, maintenance or other work on the Network or Mobile Services;

4.2.2 when the Customer moves outside the Supplier's video service area, including whilst the Customer is on a call (in this case calls may not be maintained);

4.2.3 when the Customer is in areas not covered by the Mobile Network Operator's Network. In these cases Mobile Services rely on other operator networks in respect of which the Supplier has no control or influence; and

4.2.4 because of other factors outside the Supplier's control, including but not limited to, the features or functionality of the mobile handset being used, regulatory requirements, lack of capacity, interruptions to mobile services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

4.3 In providing the Mobile Services, the Supplier may:

4.3.1 change or withdraw some, or part, of the Mobile Services from time to time, including but not limited to: changing technologies, obsolescence, new or different product features, changing content providers, or the need to remove, replace or modify Content. You can terminate the Agreement under clause 11 if this variation is likely to be of detriment to You; and

4.3.2 determine or change how Mobile Services are presented and delivered to the Customer's mobile handset or are otherwise made available to the customer at any time.

4.4 The Supplier reserves the right to place limits on the use of certain Mobile Services, such as Messaging Services or Storage Services. For example, The Supplier may limit the size of messages or storage space.

### 5 The Customer's obligations in using the Mobile Service

5.1 The Customer shall only use the Mobile Services in accordance with this Contract and for its own business use.

5.2 The Customer must co-operate with the Supplier and follow all reasonable instructions to ensure the proper use and security of the Mobile Services and the Customer's account.

5.3 The Customer's use of the Mobile Services must be in compliance with:

5.3.1 the Fair Usage Policy; and

5.3.2 all relevant legislation, regulations and common law obligations.

5.4 If the Customer uses the Mobile Services from a country outside the United Kingdom, the use of the Mobile Services may also be subject to laws and regulations that apply in that other country. The Supplier accepts no liability for the Customer's failure to comply with those laws or regulations and the Customer shall indemnify the Supplier against any loss which it may suffer or incur as a result of the Customer's failure to comply with those laws or regulations.

5.5 In using the Mobile Services (including the SIM or phone number), the Customer shall not resell or commercially exploit any of the Mobile Services or Content. The Customer shall also not allow anyone else to resell or commercially exploit any of the Mobile Services or Content.

5.6 In using the Mobile Services, the Customer shall

5.6.1 keep all PINs and passwords secure and confidential and immediately change any PINs or passwords if it becomes aware that someone is accessing Mobile Services on the Customer's account without the Customer's or the Supplier's express permission; and

5.6.2 be responsible for the security of its mobile handsets and ensure that they are kept secure (refer to the mobile handset manufacturer's user guide for details of how to keep mobile handsets secure).

5.7 The Customer shall not use the Mobile Services, the SIM or phone number or allow anyone else to use the Mobile Services, the SIM or phone number for illegal or improper use. For example (but without limitation):

5.7.1 for fraudulent, criminal or other illegal activity;

5.7.2 in any way which breaches another person's rights, including copyright or other intellectual property rights;

5.7.3 to copy, store, modify, publish or distribute services or content (including ringtones), except with the Supplier's express written permission;

5.7.4 to download, send or upload content of an excessive size, quantity or frequency contrary to our Fair Usage Policy;

5.7.5 in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Supplier's Network, the networks or systems of others or services or the Supplier's ability to provide Mobile Services to other customers;

5.7.6 to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that the Customer uploads;

5.7.7 to use or provide to others any directory or details about customers;

5.7.8 to copy, store, modify, publish or distribute unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; and

5.7.9 to copy, store, modify, publish or distribute anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

5.8 The customer also undertakes and warrants to the Supplier that uploading, sending, transmitting, storing or otherwise using the Customer's content shall not place any person in breach of any criminal and civil obligation.

5.9 The Customer shall report lost or, stolen SIMs, or improper or illegal use of SIMs to the Supplier immediately and the Customer will be liable for all Charges until the point of proven notification to the Supplier.

5.10 The Customer acknowledges that its usage of certain Mobile Services (e.g. roaming calls, data roaming and voice services on mobile broadband) and Additional Services may result in unexpected costs and Charges. The Charges are published in the Price List available on the Supplier's website ([www.businesscoms.co.uk](http://www.businesscoms.co.uk)). The Supplier cannot set usage limits for the Mobile Services or Charges and so any charges incurred shall be the sole responsibility of the Customer.

5.11 The Customer may not change tariff after providing notice to cancel or move your mobile number to another provider.

### 6 Content

6.1 The Customer may be able to use the Mobile Services to:

6.1.1 upload, download, email or transmit content; and

6.1.2 access content which is branded or provided by others and to acquire goods and services from others.

6.2 However, where the Supplier provides the Customer with such access, the Supplier's role is limited to transmitting the content to or from the Supplier and the Supplier does not prepare or exercise control over the content, goods or services. The Supplier, its Network Provider, or its Mobile Network Operator, are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.

6.3 The Customer grants to the Supplier Us, the Network Provider, or its Mobile Network Operator, a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content that the Supplier uploads through the Mobile Services.

### 7 Fair Usage Policy

7.1 The Mobile Services are provided under in accordance with the Suppliers Fair Usage policy ("Fair Usage Policy"). While the Supplier has no obligation to monitor the Messaging Services or Storage Services, if the Customer exceeds any usage limits set out in the Fair Usage Policy, or the Supplier is made aware of any issues with the use of these Mobile Services (for example, that the Supplier is using Mobile Services in a prohibited way), then the Supplier may remove or refuse to send or store content on the Customer's behalf without further notice.

### 8 Suspension of Mobile Services

8.1 The Supplier may suspend the Mobile Services in full or in part, and for any period of time, and without further notice if:

8.1.1 The Customer is in breach of this Contract;

8.1.2 The Customer has provided the Supplier with what the Supplier reasonably believes to be false or misleading information;

8.1.3 The Customer is in breach of the Fair Usage Policy or use of the Mobile Services is otherwise excessive and/or is causing problems for the Supplier, the network provider, or other users;

8.1.4 The Supplier reasonably believes that the Customer has used the Mobile Services, the SIM(s) or a phone number for illegal or improper purposes in contravention to clause 5.7 above;

8.1.5 The Supplier reasonably believes that the Customer's Handset or SIM has been lost or stolen;

8.1.6 The Supplier receives a serious complaint about the Customer's use of the Mobile Services;

8.1.7 The Supplier is required to suspend the Mobile Services by the emergency services or any lawful authority;

8.1.8 The Supplier reasonably believes that the Customer's Handset has been unlocked by any unauthorised manner;

8.1.9 The Customer has not paid Charges due under this Contract or it has not paid any other charges due in respect of any other service or product provided by the Supplier; and

8.1.10 The customer's SIM has been inactive for a period of 3 months.

8.2 The Supplier may turn off the Customer's Messaging Services if they are inactive for an extended period of time. The Supplier will provide notification before this happens. If the Supplier does turn off the Messaging Services the Supplier will have no obligation to maintain any of the content in the Messaging Services, or to forward any unopened or unsent messages to the Customer, or anyone else.

8.3 If the Mobile Services are suspended as a result of your breach of this Contract, the Supplier may re-connect the Mobile Services at the Customer's request and there will be a re-connection Charge for this.

### 9 Customer Indemnity

9.1 The Customer will fully indemnify and hold the Supplier harmless against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by the Supplier arising out of or in connection with any actual or potential claims or legal proceedings against the Supplier by a third party because of the Customer's use of the Mobile Services.

9.2 Without limitation to clause 9.1, the Customer will indemnify the Supplier against all third party claims for infringement of copyright or other intellectual property rights which may arise in respect of the Customer's content uploaded or transmitted through the Mobile Services.

### 10 Charges

10.1 The Customer shall pay the Charges in accordance with the terms of this Contract.

10.2 The Charges are set out as specified in writing from the Supplier or as published in the Price List available on the Supplier's website ([www.businesscoms.co.uk](http://www.businesscoms.co.uk)).

10.3 The Charges shall be set out in an invoice which shall be issued to the Customer every calendar month. The Supplier will send the invoice to the address on the Customer's registration details; or alternatively, invoice details may be sent by email. The Customer will pay the Charges within 17 days of the date of the invoice.

### 11 Call Charges

11.1 Call Charges will be based upon call and billing data recorded by the Supplier, the Network Provider, and the Mobile Network Operator.

11.2 Unless otherwise stated on the Supplier's Price List, calls will be charged and inclusive allowances deducted in one minute increments (with any part minutes rounded up to the nearest minute) individual charges will then be rounded up to the nearest whole penny. In addition, and notwithstanding the preceding sentence, there is a per call connection charge and the details of these call connection charges appear in the Supplier's Price List which is available on the Supplier's website ([www.link-solutions.co.uk](http://www.link-solutions.co.uk)).

11.3 The Customer acknowledges that roaming calls may take longer to be invoiced than other types of calls.

11.4 Calls types listed as free are limited to 30 minutes per call and thereafter calls will be charged at standard tariff rates. The Customer may disconnect and re-dial before 30 minutes have elapsed. Unless indicated otherwise, such free calls shall only apply to calls made within the Customer's account with the Supplier.

11.5 Tariffs with inclusive minutes and texts apply to mobile calls to landline numbers prefixed by 01, 02 and 03, and mobile calls to standard mobile numbers prefixed by 07, excluding but not limited to personal or premium rate numbers.

11.6 Unused minutes or texts on tariffs with an inclusive allowance do not roll-over to the next invoice or inclusive allowance.

11.7 If a tariff has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage charges are below the minimum monthly spend. The minimum monthly spend with also be considered a recurring charge (line rental) for the purposes of calculating any Cancellation Charges.

### 12 Cancellation Charges

12.1 The Cancellation Fee shall be charged if the Supplier terminates this Contract as a result of the Customer's breach of the Conditions of Mobile Services Conditions or if the Customer terminates the within any Minimum

Term.

### 13 SIM Cards

13.1 The Supplier, its Network Provider, or its Mobile Network Operator, owns each SIM and each SIM remains between them their property at all times. The Customer is being allowed to use the SIM by the Supplier on a limited licence to enable the Customer to access the Mobile Services, always in accordance with the terms of this Contract. The Supplier may recall any SIM at any time, including for upgrades, modifications, misuse or when this Contract terminates. The Customer can only use the SIM to obtain the Mobile Services.

13.2 The Customer must ensure that it keeps the SIM safe and secure whilst it is in its possession and must ensure that it is able to return it promptly to the Supplier, if required to do so at any time, as set out in this Contract. There will be a Charge for any replacement SIM unless it is defective through faulty design or workmanship.

13.3 Each SIM may only be used in mobile handsets which are enabled for the Mobile Services and are authorised by the Supplier for connection to the Supplier's Network. The Customer shall not misuse any SIM. Any attempt to use the SIM in other mobile handsets shall constitute such misuse and may result in serious damage to the mobile handset and may prevent the Supplier from being able to use it, including the making of emergency calls. The Supplier, its Network Provider, or its Mobile Network Operator, are not responsible for any liability for loss or damage which may be caused by misuse of any SIM.

### 14 Handsets

14.1 Save for this clause 14, these Mobile Services Conditions do not cover the supply of any equipment, including any mobile handset. The manufacturers of mobile handsets and the Supplier have no formal connection and are not part of the same organisation. Any terms relating to mobile handsets will be given to the Customer separately.

14.2 Mobile handsets which can be used to access the Mobile Services may be locked to the Network. The software in the mobile handset and all intellectual property rights in that software are owned by the mobile handset manufacturer and the Customer is being allowed to use the software on a limited licence from the mobile handset manufacturer.

14.3 During the term of the supply of the Mobile Services, the Customer must not permit its mobile handset(s) to be unlocked via any unauthorised manner (including by anyone other than the Supplier or the mobile handset manufacturer). The Customer must contact the Supplier if it wants a mobile handset to be unlocked from the Mobile Network Operator's Network. Where a request is made, the Supplier will use its reasonable endeavours to arrange for the mobile handset to be unlocked in an authorised manner (which may include replacing the mobile handset with an unlocked mobile handset, which is the same or similar specification to the Customer's mobile handset) and the Customer will be required to pay an unlocking administration charge. In addition, the Customer must pay to the Supplier all outstanding Charges. Prior to the Supplier arranging for the Customer's mobile handset to be unlocked, the Customer must ensure that it backs-up or otherwise stores separately any of information or other data on the mobile handset, as this may be lost during the mobile handset unlocking process. We are not responsible for any information or any other data which may be lost during the mobile handset unlocking process. This clause will not apply to the Customer if it has purchased a SIM on a SIM-only basis.

14.4 We may provide mobile handset under this Contract. Any such mobile handset will be provided on condition of full payment for mobile handset or the Customer's compliance with a payment plan. This payment plan will consist of twelve monthly payments and a deposit. Title in mobile handset shall not pass to the Customer until payment has been made in full to the supplier. The deposit and payments will be Charges under this Contract. This payment plan requires that the Customer enters into this Contract for at least 24 months. The Customer shall be liable to the Charges from the date of the Contract which may be before the Mobile Services are actually commenced or a mobile handset provided to the Customer.

14.5 Further terms and conditions may apply to a mobile handset provided under this clause and these will be provided to the Customer with the mobile handset. The Customer's use of the mobile handset shall constitute acceptance of those further terms and conditions. The mobile handset shall be used by the Customer or any other person for the Mobile Services only and any other use will constitute misuse and a breach of this Contract.

14.6 The Supplier may, at its discretion, supply to the Customer additional handsets which shall be provided on a loan basis and which shall be charged to the Customer in accordance with the applicable Charges. Such mobile handsets shall remain the property of the Supplier and shall be immediately returned to the Supplier on demand and the Customer agrees to take all reasonable care of such mobile handsets and to maintain them in good condition.

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