

Global 4 Ltd - Terms and Conditions Mobile Services

1. BASIS OF TERMS AND CONDITIONS

For the purpose of Mobile Services, the following terms shall have the following meanings:

Airtime Provider: the relevant mobile network operator or wireless communications service provider.

Connection: connection to any Airtime Provider's network.

Hardware Fund: the fund allocated to the Customer to allow it to purchase equipment in connection with the Mobile Services.

Retail Mobile Services: the mobile services to be provided by Global 4 to the Customer, where the Customer is directly contracted with an Airtime Provider.

Support Hours: 9 am to 5.30 pm (GMT) Monday to Thursday & 9 am to 5.00 pm Friday.

Wholesale Mobile Services: the mobile services to be provided by Global 4 to the Customer, where the Customer is directly contracted with Global 4 and not an Airtime Provider.

1.1 The sending of the Order Form by Global 4 to the customer constitutes an offer by Global 4 to the Customer to provide mobile services in accordance with these conditions, the Order and any service specific conditions ("the Offer"). The Offer may be withdrawn at any point by Global 4 prior to it being accepted by the Customer.

1.2 The offer shall be accepted and the Contract shall be formed and come into existence at the point when Global 4 receives the Order Form, either electronically or physically, duly signed by or on behalf of the Customer at which point, and on which date the Contract shall come into existence. If Global 4 has not received the Order Form duly signed for or on behalf of the Customer within [12 months] from the date on which it is sent to by Global 4 to the Customer, the offer to contract with the Customer shall be deemed to have been withdrawn unless otherwise agreed between Global 4 and the Customer.

1.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Global 4 which is not set out in the Order Form, the Service Specific Conditions or the terms (or incorporated by reference in any of them).

1.4 Any samples, drawings, descriptive matter or advertising issued by Global 4, and any descriptions or illustrations contained in Global 4' catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract nor have any contractual force.

1.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions shall prevail. In the event of any conflict between these Conditions, any Service Specific Conditions and the Order Form, the Order Form will prevail in relation to that Service.

1.6 Any quotation given by Global 4 shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

1.7 The Customer warrants to Global 4 that it is entering into the Contract for the purpose of its business, trade or profession and not as a consumer.

1.8 To the extent that there is any failure or delay by Global 4 to supply Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services as the case may be (if any).

1.9 The provision of any Mobile Services by Global 4 under a Mobile Services Contract is conditional on:

(a) the Customer providing to Global 4 to its satisfaction accurate information and data to enable Global 4 to provide Mobile Services;

(b) Network coverage;

(c) Availability of equipment.

1.10 Subject to the Customer's payment of the Charges, Global 4 will provide support for the Mobile Services to the Customer as follows:

(i) In the case of Wholesale Mobile Services, remote support during Support Hours, unless otherwise agreed between Global 4 and the Customer with on-site support being chargeable;

(ii) In the case of Retail Mobile Services, limited support during Support Hours in accordance with the Airtime Provider's terms with on-site support being chargeable.

1.11 Global 4 shall operate and maintain a telephone helpdesk to receive and process any requests for support in respect of the Mobile Services.

1.12 In relation to the use of the Mobile Services the Customer agrees:

(i) that any support for the Mobile Services shall be provided by Global 4 remotely, unless otherwise agreed;

(ii) to keep their data backed-up and ensure that software updates are maintained;

(iii) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist Global 4 in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults.

1.13 The Customer acknowledges and agrees that:

(i) Global 4 bears no responsibility for and will not be liable for any loss suffered by the Customer as a result of any fault that is caused by an error or defect in the network or software;

(ii) the sole responsibility of Global 4 in respect of any issues with hardware supplied under or in connection with the Mobile Services shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty;

(iii) Global 4 will not be liable for any loss of data, loss of productivity or financial losses incurred or corrupt back-ups of data or back-up procedures, network outages, or errors, failures or defects in the operating system;

(iv) in recognition of the fact that Global 4 may be entitled to receive payments from the Airtime Provider as a result of the Customer taking up the Mobile Services, the Customer will remain liable to Global 4 and shall not avoid liability to Global 4 if the Airtime Provider releases the Customer from its contract for any reason, including (without limitation) if the Customer is released due to an error on the part of the Airtime Provider where the Customer has signed for two (2) years.

1.14 Global 4 warrants to the Customer that the Mobile Services will be rendered by personnel with appropriate skills and experience to provide the Mobile Services. The Customer agrees that Global 4 cannot guarantee that the Mobile Services will work without interruption or error. Any interruption, fault or error must be notified to Global 4 using the telephone helpdesk. The warranties provided by Global 4 7 shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the Mobile Services.

1.15 The Customer warrants to Global 4 that, where Global 4 provides the Mobile Services and the Customer uses equipment it owns or has the benefit of using, the Customer either owns such equipment or has a valid right to use it, and the Customer further warrants that it is the Customer's responsibility to ensure any such equipment works and is suitable as is for the Customer to receive and/or use the Mobile Services. By way of

Global 4 Ltd - Terms and Conditions Mobile Services

example and without limitation, the Customer must check and ensure that any handset it proposes to use is unlocked and this shall not be the responsibility of Global 4.

1.16 Notwithstanding any other provision of these Conditions, Global 4 shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Airtime Provider that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Mobile Services.

1.17 The Customer will fully indemnify and hold harmless Global 4 against all costs, expenses, liabilities, losses, damages and judgments that Global 4 may incur or be subject to as a result of a breach of clause 1.14.

1.18 Any equipment supplied or installed by Global 4 to the Customer in connection with the Mobile Services (including but not limited to SIMs, handsets and any subsidised equipment) shall at all times remain the property of Global 4, except where the equipment has been purchased by the Customer. The Customer shall return such equipment to Global 4 immediately on request and shall be liable for costs, losses, damages and expenses incurred by Global 4 for the repair, recovery and replacement of such equipment.

1.19 Upon termination of the Mobile Services Contract (for whatever reason), the Customer shall return any handsets and SIMs installed or supplied by Global 4 to the Customer in connection with the Mobile Services at the Customer's cost. If such handsets and SIMs are not returned within seven (7) days following the termination of the Mobile Services Contract, Global 4 reserves the right to charge the Customer a fee in respect of each handset, such fee being the full market value of the handset(s) at the time of being supplied to the Customer.

1.20 In relation to any equipment that is supplied or installed by Global 4 to the Customer in connection with the Mobile Services hereunder, except for equipment purchased by the Customer under clause 4, the following shall apply:

- (i) The Customer shall notify Global 4 in writing within three (3) Business Days of receipt if the any of the equipment is damaged, or if the order has been incorrectly fulfilled;
- (ii) Global 4 is not obliged to offer the Customer a refund, exchange or credit to the Hardware Fund if equipment is ordered by the Customer in error;
- (iii) Global 4 is not obliged to agree to any upgrades to the equipment it supplies to the Customer at any time, including during or after the Minimum Term (if applicable);
- (iv) The supply of equipment by Global 4 to the Customer shall be subject to availability.

1.21 Any Hardware Fund and any equipment supplied that has been charged to a Hardware Fund, are supplied by Global 4 in return that the Customer completes the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable.

1.22 Where the Mobile Services Contract is completed, then full title of any handsets supplied by Global 4 shall transfer to the Customer, along with the right for the Customer to claim any outstanding amounts held by Global 4 in the Hardware Fund.

1.23 At the end of the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable, should the Customer's Hardware Fund be in a negative position then the Customer acknowledges and agrees to Global 4 invoicing the full amount, and to pay that amount in line with Global 4' standard payment terms.

1.24 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period, the Customer shall pay to Global 4 a lump sum termination payment calculated as the total amount of the Hardware Fund initially

provided to the Customer at the point of connection or renewal, as applicable, minus any unspent amount currently held by Global 4. 1.25 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and the Hardware Fund has been fully utilised by the Customer, the Customer shall pay to Global 4 a lump sum equal to the Hardware Fund provided for the Connection(s) in question, based on the value of the Hardware Fund provided at the commencement of the current minimum period.

1.26 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and equipment has been supplied either free of charge or at a reduced rate, the Customer shall pay to Global 4 a lump sum equal to the equipment provided for the Connection(s) in question, based on the market value of the equipment provided at the commencement of the current minimum period.

1.27 The sums stipulated in clauses 1.23, 1.24 and 1.25 will be charged in addition to any contractual early termination fees imposed by either Global 4, or the applicable Airtime Provider in relation to the contract with said Airtime Provider.

1.28 Global 4 reserve the right to temporarily suspend services if we notice high volumes of data usage being consumed in a small amount of time.

1.29 It is the customers responsibility to inform Global 4 of any changes to lead point of contact. Any personnel changes incurred by the customer will be non-refundable unless proof is given that a contact request was made by the customer.

2. DURATION

2.1 Agreement terms: This Agreement commences on the Agreement Start Date and will continue until the earlier of (i) termination of the Agreement or (ii) the cessation of the last of the Services (including any agreed exit assistance in respect of the Services) in accordance with this Agreement.

2.2 Service term: Each Service will commence on its respective Service Commencement Date.

2.3 Minimum Term: Each Service will continue for its specified Minimum Term and thereafter for any Renewal Term(s) unless notice to terminate the Service is given in accordance with this Agreement.

2.4 End of Contract Notification: The customer will be notified before the end of the minimum term to renew the contract. If the customer chooses not to renew the contract after the expiry of the minimum term, the contract will revert to a status of 'out of contract'. Global 4 reserve the right to increase the tariff rentals offered by up to 35% per SIM per month whilst in this status.

2.5 The supply of the Mobile Services shall commence:

- (i) In the case of Wholesale Mobile Services on the Commencement Date and continue for the Minimum Term;
- (ii) In the case of Retail Mobile Services on the date the contract between the Customer and the Airtime Provider is signed by the Customer and processed by the Airtime Provider and continue until it expires, is terminated by the Airtime Provider, or the Customer is otherwise released from the contract by the Airtime Provider.

3. SERVICES

3.1 Provision of Services: Global 4 shall use reasonable endeavours to supply Customer with the Services according to the standard of skill and care expected of a competent telecommunications provider.

3.2 Availability of Services: Global 4 will try to ensure Services are available at all times, but quality and availability could be affected by factors outside of Global 4's control. Faults in the

Global 4 Ltd - Terms and Conditions Mobile Services

Network or any other Network used to provide Services can be caused by and not limited to:

- i) Buildings;
- ii) Location;
- iii) Weather conditions;
- iv) Temporary structures;
- v) Network maintenance;

3.3 Orders: Customer may place Orders for Services in accordance with Global 4's order process specified in this Agreement or as otherwise notified to Customer from time to time. Each Order will be subject to Global 4's acceptance. Orders, once accepted, will form part of this Agreement. If Global 4 does not give express acceptance, acceptance will be deemed to occur on the earlier of despatch of any Equipment or the activation of the Service by Global 4.

3.4 Customer information: Customer shall provide, and shall ensure its Users provide, the information and complete the documentation (including in relation to identification, legitimation and VAT and billing details) required by Global 4 or any applicable NRA for the purposes of the Services or continued use of the Services. Customer shall ensure that such information is always complete and accurate.

3.5 Additional Service Recipient: If Customer wishes to add Additional Service Recipients, then Customer shall:

- (i) provide the full corporate details of the Additional Service Recipient;
- (ii) seek approval in writing from Global 4;
- (iii) inform the Additional Service Recipient of the contractual arrangements; and
- (iv) agree to pay such additional charges as Global 4 may reasonably request in relation to the approval of such requests.

3.6 Authorised Users: Access by Customer to the Services and Equipment is limited to authorised Users. Customer is responsible for ensuring Users' compliance with this Agreement. If Global 4 provides each authorised User with User Details, Customer is responsible for:

- (i) the security of the User Details; and
- (ii) providing Global 4 with the identity of the authorised Users and keeping that information current. Global 4 accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details up until the time that it informs Global 4 that they are being used without authority or may be compromised.

3.7 Third parties: Customer shall ensure that the Users and Additional Service Recipients comply with this Agreement in relation to their use of the Services and Equipment, and shall be liable to Global 4 for the acts and omissions of the Users and Additional Service Recipients in relation to this Agreement. Save as expressly permitted under this Agreement, Customer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Customer Equipment) to any third party.

3.8 Exclusions: Global 4 is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Customer through use of the Services. Global 4 accepts no responsibility for these services. Customer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.9 Terms of use: Customer shall not

- (i) make unauthorised modifications to the Services
- (ii) use the Services to establish permanent servers, relay connections or interconnection services or any similar commercial activities,
- (iii) do anything that causes the Network to be impaired;
- (iv) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or;

(v) use the Services in a way that may reasonably be considered a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practice to Global 4's detriment. Customer shall comply with the AUP in using the Services. Customer shall notify Global 4 immediately of any breach of security or unauthorised use of the Services.

3.10 Service Monitoring: Customer gives express consent for Global 4 to monitor Customer's use of the Service (and disclose and otherwise use the information obtained) only to:

- (i) the extent allowed by Applicable Law;
- (ii) comply with Applicable Law;
- (iii) protect the Network from misuse;
- (iv) protect the integrity of the public internet;
- (v) the extent necessary to determine if Customer has breached any conditions or restrictions on use of the Service;
- (vi) provide the Service; and/or
- (vii) take other actions agreed or requested by Customer.

3.11 Customer obligations: Customer shall promptly comply with its obligations under this Agreement. If Customer fails to comply with an obligation then, to the extent caused by Customer's breach, Global 4 will be relieved from its obligations under this Agreement without any liability to Customer and Customer shall reimburse Global 4 for any increased costs Global 4 incurs.

3.12 Compliance with law: The Parties shall each comply with and notify the other in the event of any breach of, or change of status in respect of, Applicable Law in relation to this Agreement. Global 4 and Customer shall co-operate in good faith in their performance under this Agreement.

3.13 Cost of Investigations: Customer shall reimburse Global 4 for reasonable costs and expenses Global 4 incurs investigating (including where no fault is found) and rectifying any issue with the Services or Equipment, where the issue has been caused by Customer's, or its User's, use of the Services or Equipment contrary to Global 4's instructions or misuse, neglect or alteration of the Services or Equipment.

3.14 Compatibility: Customer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and the Services, are in good working order (if applicable) and are compatible for use with the Equipment and the Services. Global 4 shall use reasonable endeavours to advise Customer of relevant requirements on request, but in no event shall Global 4 be responsible for any performance or non-performance issues with, or liable to support the Services if Customer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Services. Global 4 may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Customer any applicable Termination Charge.

3.15 Security: Customer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Global 4 through the implementation of appropriate security or user controls.

3.16 Telephone Number Allocation: Global 4 shall allocate telephone numbers to Customer for Customer's use of the Services. Global 4 may reallocate, withdraw or change such telephone numbers as a result of Applicable Law or instructions from a regulatory authority, but will take reasonable steps to minimise any disruption to Customer.

3.17 Porting: If Customer decides to port a telephone number allocated to Customer by Global 4, Global 4 shall transfer Customer's telephone numbers to Customer's nominated

Global 4 Ltd - Terms and Conditions Mobile Services

network operator for Customer's use according to Applicable Law and regulation.

4. GENERAL EQUIPMENT TERMS

4.1 Equipment Availability: If Global 4 is unable to provide the Equipment requested, Global 4 will agree with Customer to provide alternative Equipment if practicable to do so.

4.2 Delivery of Equipment and Risk: Risk in the Equipment and SIMs passes to the Customer upon delivery. Global 4 will deliver to the agreed delivery address. Customer must notify Global 4 within 5 Working Days of delivery of any Equipment or SIMs which were damaged upon delivery and provide written details. If any Equipment or SIMs are not delivered within 10 Working Days of the relevant delivery date, Customer must notify Global 4 as soon as possible. Provided that there is no dispute as to delivery or damage, Global 4 shall send replacement SIMs free of delivery charge, but the replacement of equipment is chargeable.

4.3 Title: Where Customer has purchased Equipment from Global 4, title to the Equipment (excluding title to any Global 4 Software) shall only pass to the Customer:

(a) where delivered in the UK, on receipt of payment in full.

4.4 Unauthorised Equipment or Repairs: Customer acknowledges that Customer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.

4.5 End of life: Global 4 may, on provision of reasonable notice, replace or retire the Equipment. Global 4 may provide the Customer with replacement Equipment which provide equivalent or improved functionality to the extent that alternatives are available. Global 4 will not be liable for Customer's use of Equipment where Customer has not installed updates or followed Global 4's reasonable recommendations regarding Equipment (including for any failures) and will not have any maintenance obligations.

4.6 Equipment Warranty: Global 4 shall pass on the benefit of any warranties that Global 4 obtains from the manufacturer of any Equipment supplied by Global 4 to Customer; however, Global 4 does not assign any of its rights or appoint Customer to act on Global 4's behalf.

4.7 Faulty Equipment and returns:

- (i) If Equipment becomes faulty within 14 calendar days of delivery, Customer may return the Equipment to Global 4 for replacement in accordance with Global 4's instructions.
- (ii) Following the initial 14 calendar days from date of delivery, if Equipment becomes faulty within the manufacturer's warranty period due to an inherent defect in the Equipment.
- (iii) Customer may notify the manufacturer directly and the manufacturer shall either repair or replace the Equipment (at its sole discretion) in accordance with its warranty.
- (iv) Where the customer decides to contact the manufacturer directly, then all warranty with Global 4 will be void.

5. SOFTWARE TERMS

5.1 Customer Software: Customer is responsible for purchasing any Software required by its computer systems to link to Equipment and Customer Equipment if sold by Global 4.

5.2 Equipment and Service Software: Customer will comply with any licence agreement relating to Global 4 Software or Third Party Provider terms provided with the Equipment and any end user licence terms specified in the Service Specific Terms relating to the Service or any shrink-wrap or click-through and open source Software licences. If Customer does not accept the terms of the licence of any Software required in order for the Services to be performed, Global 4 will be excused from performing any Services relying on such Software.

Where Software is subject to a Software licence, the terms of the Software licence shall comprise Customer's sole rights and remedies.

6. GENERAL TERMS APPLICABLE AND OBLIGATIONS TO MOBILE SERVICES

6.1 In relation to the Services, the Customer:

- (a) shall ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) shall co-operate with Global 4 in all matters relating to the relevant Services;
- (c) shall provide Global 4 with such information and materials as Global 4 may reasonably require in order to supply the relevant Services and/or Equipment, and ensure that such information is accurate in all material respects;
- (d) agrees that Global 4 may from time to time monitor or record calls made to Global 4 or by Global 4 to improve customer service, for training or for marketing purposes; agrees that Global 4 shall not be liable or responsible for any failure or delay in the Services due to or in connection with any third-party infrastructure applicable to the supply of any Services;
- (e) agrees to co-operate with any criminal investigations or any investigation of any regulatory body that is applicable to the supply of any of the Services;

6.2 The Customer is responsible and shall be liable to Global 4 for the use of the Services including for any Charges incurred, by the actions of any of its employees and any other person who has been given access to use the Services by the Customer and any person who gains access to use the Services for fraudulent purposes including in each case where such use was not authorised by the Customer. The Customer is strongly advised to install robust and effective security provisions to prevent unauthorised and/or fraudulent use.

6.3 Without prejudice Global 4 shall be entitled to suspend the performance of any Service or terminate the Contract relating to the relevant Service without further liability to the Customer if Global 4:

- (a) is obliged to comply with any order, instruction or request of any competent governmental body;
- (b) terminates the provision of telecommunications services;
- (c) in its reasonable opinion, Global 4 or the Carrier believes the Service are being used fraudulently or unlawfully; or
- (d) in its reasonable opinion Global 4 or the Carrier needs to carry out improvements or repairs to any networks or equipment relating to the applicable Services.

6.4 Global 4 may at its sole discretion refuse to provide support in respect of the relevant Services and/or support any Equipment if the Customer fails to pay one or more invoice by the relevant due date, and the Customer acknowledges and agrees that any such support may be withheld until Global 4 is satisfied that any outstanding payment has been made or outstanding balance rectified.

6.5 Global 4 shall not be liable for any charges resulting from or in connection with fraudulent or unauthorised use of a Service and/or Equipment and the Customer shall be responsible for and pay all charges, costs, fees and expenses resulting from or in connection with any fraudulent or unauthorised use of any Service and/or Equipment.

7. PAYMENT & CHARGES

7.1 Charges and invoices: Charges shall be invoiced by Global 4 as follows:

- (a) **Access Fees / Recurring Charges:** monthly or annually (as may be applicable) in advance.
- (b) **One-Off Charges:**

Global 4 Ltd - Terms and Conditions Mobile Services

On the first invoice after the applicable Service, Service Element, Configuration Change or Equipment is ordered; or as incurred by Global 4 and agreed in advance with Customer.

(c) Accrual of Charges: except for Installation, maintenance or other specified Charges which are payable on acceptance of an Order by Global 4, Charges for each Service shall start to accrue on the Service Commencement Date and Global 4 shall be entitled to invoice Customer for those Charges in the month following the Service Commencement Date irrespective of whether any traffic has been routed through the Service. The Charges are stated exclusive of any applicable VAT and all duties, levies (including taxes levied on the supply of the Services) or any similar charges, which shall be paid by Customer to Global 4 (in the case of VAT, upon receipt by Customer of an appropriate tax invoice). The Charges are stated and payable in pounds sterling. Any Charges not specified in the Agreement shall be at the Standard List Price. Rounding and minimum charges apply, as set out in the Commercial Terms and/or the applicable Price Plan Guide.

7.2 Payment: Customer shall pay the Charges without offset by the Due Date. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). The Customer shall pay to Global 4 such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.3 Invoice disputes: Customer shall only dispute an invoice by notifying Global 4 within 15 Working Days of the date of invoice, including details of why it disputes the invoice and how much it believes is payable, and in any event paying undisputed amounts by the Due Date. Customer shall only dispute amounts with reasonable cause and in good faith. Within 30 days of resolution of an invoice dispute, Global 4 shall endeavour to issue a credit or Customer shall make payment (as appropriate).

7.4 Late payment: If Customer does not pay the Charges by the Due Date, and has not raised a dispute in accordance with clause 7.3, Global 4 may, take any or all of the following actions until paid in full (including interest):

- (i) charge interest on the unpaid amount at 4% per annum above the base rate of the Bank of England;
- (ii) withhold any sums owing to Customer by Global 4 (including Subsidy);
- (iii) set-off any sums currently owing to Customer by Global 4 against the unpaid Charges;
- (iv) charge reasonable administration costs; and
- (v) and take action under clause 11. Global 4 shall contact Customer's accounts payable department (or other contact advised to Global 4 in writing) to request payment.

7.5 Credit check: Prior to delivery of the Services and throughout the performance of the Agreement, Global 4 may carry out credit checks. In the event that any credit check on the Customer is not satisfactory then Global 4 may:

- (a) Require upfront payment of Charges;
- (b) Require a deposit;
- (c) Set credit limits on the account of the Customer;
- (d) Apply other reasonable restrictions;
- (e) Suspend the provision of the Services and the Equipment; or
- (f) Terminate immediately all or part of the Agreement, without prejudice of Global 4's right to claim any Charges that may be generated by such termination, and any outstanding payments owed by the Customer by virtue of the Agreement.

7.6 RPI Increases: Your Monthly Charge may increase by an equivalent percentage to that of the Network's increase to Global 4 in accordance with the RPI .

7.7 Increases: The Customer acknowledges and agrees that Global 4 may at its discretion increase the Charges for line

rental provided that Global 4 gives the Customer not less than 30 days' written notice prior to the increase, such increase to be capped at 5% in any one year.

7.7 Call Charges: Charges in respect of calls are subject to fluctuation or change by Global 4 without notice to the Customer.

8. GENERAL TERMS RELATING TO PAYMENTS AND CHARGES

8.1 The Customer shall pay any deposit specified in the Order Form within seven days of submitting the Order Form to Global 4.

8.2 Where Charges are calculated according to the Customer's usage, such usage shall be determined by reference to data recorded or logged by Global 4 and not by reference to any data recorded or logged by the Customer.

8.3 The provisions of this clause apply to any proposed increase in the Charges other than those referred to in clause 8.4 below (which reflect an increase caused by regulatory changes in respect of which the provisions of clause 8.5 apply). Global 4 reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff). Global 4 will give the Customer written notice of any such increase not less than 30 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Global 4 in writing within 14 days of the date of Global 4's notice that the Client wishes to terminate the Contract, failing which the Customer shall be deemed to have accepted the changes. This is with the exception of RPI increase driven by the Network, which offers no access to termination of Contract.

8.4 Subject to applicable regulations, Global 4 reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff) as a result of any increase in charges made to Global 4 by third party providers to it by a sum equal to any such increase. In such circumstances the Customer shall not have the right to cancel the Contract.

8.5 Where Global 4 proposes to increase its Charges for any Service (including by revising without limitation any Tariff) as a consequence of a regulatory change and that the increase is no greater than the additional cost to Global 4 caused by the regulatory change, it will give the Customer written notice of any such increase not less than 30 days before the proposed date of the increase. In such circumstances the Customer shall not have the right to cancel the Contract.

8.6 Except where otherwise specified in these Conditions or the relevant Order for any Service, the Customer shall pay each invoice submitted by Global 4:

- (a) within 14 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Global 4.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Global 4 may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Global 4 to the Customer.

8.8 Global 4 may exercise a lien over any equipment or goods in Global 4's possession belonging to the Customer, for all monies payable by the Customer to Global 4.

8.9 Any delay in Global 4 raising an invoice for any Charges shall not prohibit Global 4 from raising an invoice for the applicable Charges later and the Customer shall pay such Charges.

8.10 Global 4 reserves the right to make additional charges for paper billing, late payment, reconnection, non-direct debit payment methods and incorrect fault reporting by the Customer.

Global 4 Ltd - Terms and Conditions Mobile Services

8.11 Global 4 may at its sole discretion refuse to provide support in respect of the relevant Services and/or support any Equipment if the Customer fails to pay one or more invoice by the relevant due date, and the Customer acknowledges and agrees that any such support may be withheld until Global 4 is satisfied that any outstanding payment has been made or outstanding balance rectified.

8.12 Global 4 reserves the right to recover any costs it incurs, including legal fees, on a full indemnity basis as a result of the Customer's failure to comply with these Conditions and/or any Service Specific Conditions.

8.13 Customer may purchase bolt-on data from Global 4. All bolt-on data will be subject to pro-rotta usage, meaning if the Bolt-on will be divided by the remainder of the month. The bolt-on data will not be rolled into the next month, and is not refundable.

9. Confidentiality

9.1 Confidentiality: Each Party shall, in respect of the other Party's Confidential Information:

- (a) keep it confidential for three years after the date of disclosure;
- (b) use it solely for the purpose of performing its obligations or exercising its rights in respect of this Agreement;
- (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors, who need it to perform obligations, exercise rights or conduct audits in connection with this Agreement, or as required by Applicable Law;
- (d) ensure that such persons keep it confidential; and
- (e) and return or destroy it on termination of this Agreement other than where necessary to keep it for regulatory reasons in secure archives.

9.2 Exceptions: These provisions do not apply to the extent any Confidential Information:

- (a) is or becomes public knowledge without breach of this Agreement;
- (b) was already in a Party's possession or independently developed free of obligations of confidentiality; or
- (c) is received from a third party free of obligations of confidentiality.

9.3 Announcements: Neither Party shall make an announcement or public statement relating to this Agreement unless agreed in advance in writing.

10. DATA PROTECTION & CONFIDENTIALITY

Definitions:

Data protection legislation means collectively:

- i) any applicable laws of the EU;
- ii) any applicable laws relating to the processing or personal data and the protection of an individual's privacy;
- iii) the GDPR;
- iv) **Data Protection Legislation:** means the Data Protection Act 1998 superseded by the Data Protection Act 2018;
- v) **Data Protection:** means provisions that amend your contract;
- vi) **GDPR:** means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it;

Global 4 Privacy Policy means the policy that Global 4 has implemented and may be updated from time to time on how it processes personal data. Document can be found: <https://www.global4.co.uk/privacy-policy>

10.1 Both parties shall comply with Applicable Privacy Law.

10.2 Global 4 (and their subcontractors) may Process User Personal Data for the following purposes:

- (i) account relationship management;

- (ii) sending bills;
- (iii) order fulfilment /delivery; or
- (iv) customer service;

10.3 When providing Services as an electronic communications services provider, Global 4 may also Process Traffic Data as Data Controller for the following purposes:

- (i) delivering User communications;
- (ii) calculating Charges pertaining to the User;
- (iii) identifying threats to the Network/Services and protecting against the same;

10.4 Global 4 may disclose User Personal Data and/or Traffic Data: (i) if required by Applicable Law, court order, Privacy Authority or any other statutory or supervisory authority, body or agency; or

- (ii) to third parties lawfully sub-processing for Global 4 to deliver the Services;

10.5 The Parties acknowledge and agree that the Parties will need to share Operational Data between themselves.

Operational Data will be shared on the basis of a transfer from one Party to the other, and each Party will assume responsibility for its own compliance with Applicable Privacy Law.

10.6 Where Global 4 is acting as a Data Processor, applicable terms shall be set out in the relevant Service Specific Terms.

10.7 The personal information collected from Customer and/or Users will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify Customer's and/or User's identity. If fraud is detected, Customer and/or Users could be refused certain Services, finance, or employment.

11. SUSPENSION OF SERVICES

11.1 Suspension: Global 4 may suspend the Services (in whole or part), including provision of Equipment:

- (i) in order to comply with Applicable Law;
- (ii) to the extent necessary for maintenance, modification, repair and testing of the Network;
- (iii) to safeguard the security and integrity of the Network or to reduce the incidence of fraud;
- (iv) if Customer has failed to pay undisputed amounts for more than 30 days from the Due Date;
- (v) in any other circumstances specified in this Agreement;
- (vi) if Customer breaches or exceeds a credit limit on its account; or
- (vii) if Global 4 has the right to terminate this Agreement.

11.2 Duration of Suspension: Global 4 shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.

11.3 Suspension for Breach of Terms of Use: Where Customer breaches clause 3.8 and where reasonably possible, Global 4 shall: (i) give Customer prior notice of any associated suspension;

- (ii) give Customer a reasonable time to rectify the breach in order to avoid a suspension; and
- (iii) limit any suspension to those Connections or Users in breach.

Customer may be required to reimburse Global 4 for reasonable costs and expenses incurred by Global 4 in resuming the Service.

12. CUSTOMER CANCELLATION CHARGE

Where the customer wishes to terminate the contract before the end of the minimum term, or wishes to transfer services to a new provider, charges will apply as per clause 13.1

13. TERMINATION

13.1 Transfer services to a another provider:

Global 4 Ltd - Terms and Conditions Mobile Services

The customer may request a Port Authorisation Code (PAC) to port services to another provider.

- a) The PAC code will be valid for 30 days from issue date.
- b) Early termination charges may apply for the remaining term of the contract.
- c) Customer services will switch to the new provider upon the customer providing a PAC code to the new service provider.
- d) This Agreement will terminate when services have switched to the new provider.
- e) If the customer does not use the PAC within a 30-day period, the Agreement and Airtime Plan will continue.
- f) The customer may request a PAC at any time.
- g) The customer may cancel the Airtime Plan at any time without requesting a PAC, but must provide 30 days' notice in writing.
- h) Upon termination of the Mobile Services Contract the remainder of the term means (where the customer terminates or is deemed to have terminated the Contract in breach of contract) early termination fees will apply and may exceed £7500.00.

In addition to early termination fees, the customer will pay a fee for each SIM as follows:

- i) A fee of £50 per SIM;
- ii) Charges will be capped at a maximum of £7,500.00 per customer contract;

13.2 Termination for cause: Either Party may terminate this Agreement (in whole or in part): with immediate effect by written notice to the other Party if that other Party

- (i) commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party;
- (ii) commits a material breach of this Agreement which is not capable of remedy; or
- (iii) makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs in the territory where it is located (if such termination is permitted by Applicable Law).

13.3 Termination due to Force Majeure: Either Party may terminate this Agreement (in whole or in part) with immediate effect by written notice to the other Party if that other Party is the subject of a Force Majeure event for a continuous period exceeding 90 days.

13.4 Other termination rights: Global 4 may terminate this Agreement (in whole or in part) with immediate effect if Customer breaches this agreement, or Customer is more than 30 days late in paying undisputed Charges and does not make payment within 30 days of written notice from Global 4.

13.5 Effect of termination: On termination of this Agreement or an individual Service, Customer and its Users shall

- (i) stop using the relevant Services (other than Software embedded in Customer Equipment);
- (ii) the Customer shall return any Equipment which has not been fully paid for. If the Customer fails to do so, then Global 4 may enter the Customer's premises and take possession of the Equipment. Until it has been returned, the Customer shall be solely responsible for the safe keeping of such Equipment and will not use it for any purpose not connected with the Contract;
- (iii) pay any outstanding and unpaid invoices/charges, including any applicable Termination Charge;
- (iv) in respect of Services supplied but for which no invoice has been submitted, Global 4 shall submit an invoice, which shall be payable by the Customer immediately on receipt;

In the event Customer fails to return or make available for collection any Equipment, Global 4 reserves the right to recover the cost of such Equipment;

(v) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(vi) clauses which expressly or by implication survive termination shall continue in full force and effect.

14. LIMITATION OF LIABILITY

14.1 Nothing in the Contract shall limit or exclude Global 4's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (ii) fraud or fraudulent misrepresentation by Global 4; or
- (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.2 Subject to clause 15.1, Global 4 shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of or damage to goodwill;
- (vi) loss of use or corruption of software, data or information;
- (vii) any indirect or consequential loss.

14.3 Subject to clause 14.1 and clause 14.2, Global 4's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall, in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, be limited to the equivalent of the total Charges paid by the Customer in that period for the Equipment and/or the relevant Service in respect of which the claim arose.

14.4 The terms implied by the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

14.5 If the Customer is a consumer, nothing in these Conditions shall prejudice its statutory rights.

14.6 This clause 14 shall survive termination of the Contract.

15. FORCE MAJEURE

15.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Global 4 including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Global 4 or otherwise), failure of a utility service (including without limitation street cabling, network or infrastructure failure or fault), failure of a transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or utility suppliers.

15.2 Global 4 shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.3 If the Force Majeure Event prevents Global 4 from providing any of the Services for more than 10 Business Days, Global 4 shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

16. GENERAL CONDITIONS

16.1 Assignment and other dealings:

- (i) Global 4 may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any

Global 4 Ltd - Terms and Conditions Mobile Services

of its rights under the Contract (in whole or in part) and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(ii) The Customer shall not, without the prior written consent of Global 4, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all its rights or obligations under the Contract.

16.2 Notices:

- (i) Any notice or other communication given under or in connection with the Contract shall be in writing, addressed to the relevant party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall:
- (ii) be sent by pre-paid first class post (recorded delivery or signed for service); or
- (iii) e-mail with confirmation sent by pre-paid first class post (recorded delivery or signed for service);
- (iv) A notice or other communication shall be deemed to have been received;
- (v) if sent by pre-paid first class post (recorded delivery or signed for service), on the date and time the delivery service's receipt is signed for or recorded by the delivery service;
- (iv) if sent by e-mail, one Business Day after transmission;
- (vii) A notice or other communication sent by email to Global 4 must be sent to G4Sales@global4.co.uk and if sent to a different email address shall not be deemed to have been received;
- (viii) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action;

16.3 Severance:

- (i) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract;
- (ii) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision;

16.4 Waiver: A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 No partnership or agency: Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.6 Third parties: A person who is not a party to the Contract shall not have any rights to enforce its terms.

16.7 Variation: Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Global 4. Global 4 reserves the right to make changes to these Conditions from time to time.

16.8 Dispute resolution: The Customer must notify any complaints or disputes to Global 4 in accordance with its Complaints and Dispute Resolution Procedure available. Global 4 shall use reasonable endeavours to resolve any complaint or dispute. Further information concerning the Customer's rights in relation to any dispute or complaint are specified in the Complaints and Dispute Resolution Procedure.

16.9 Governing Law: specified in the Complaints and Dispute Resolution Procedure.

16.10 Governing law: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

16.11 Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

GENERAL TERMS

Access Fee	a Recurring Charge payable by Customer for use of the Services on a monthly or annual basis as set out in the Commercial Terms and/or Order.
Actual Spend	the aggregate amount of Charges incurred and payable by Customer during the Minimum Term solely for the Service to which the Target Spend applies and excluding fees for Equipment (whether paid for by use of Subsidy or not) and less any credits or rebates applied to the account.
Agreement	Basis of this agreement set out in this document.
Agreement Start Date	the date of Global 4's acceptance of the applicable terms. Acceptance is deemed when Global 4 begins to provide the first of the Services and/or Equipment governed by this Agreement to Customer.
Airtime Provider Network	relevant mobile network operator or wireless communications service provider.
Applicable Law	means the relevant data protection and privacy law, regulations (including the Data Protection Act 2018) and other regulatory requirements to which Global 4 is subject.
AUP (Acceptable use policy)	Global 4's AUP for products and services is designed to help protect Global 4, its Users, and the Internet community in general from fraud, abuse of resources and irresponsible or illegal activities.
Bolt on data	Additional data that can be purchased when monthly data bundle has been used.
Charges	the charges or fees specified in this Agreement as payable by Customer.
Commercials	the document which details the commercial offering to the Customer for Services.
Confidential Information	confidential information concerning the business and affairs of a Party, Global 4 or Customer Group entity that a Party obtains or receives from the other Party

Global 4 Ltd - Terms and Conditions Mobile Services

	or which arises out of the performance of any Service.
Connection	SIM or fixed line connection that has been configured to attach to the Network
Customer	Entity identified in the terms of the agreement
Customer Equipment	hardware, Software or any other tangible material not supplied by Global 4 that is used with or to access the Service. Any Equipment Customer purchases from Global 4 shall be Customer Equipment once title has passed to the Customer.
Customer Site	context permits a Customer's premises (either owned by Customer or a third party) which Global 4 needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Commercial Terms and/or Order
Data Controller	the person that determines the purposes and means for which data is Processed.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of User Personal Data as expressly set out in this Agreement
Data Processor	person that Processes data on behalf of the Data Controller
Due Date	specified in the Terms, 14 calendar days from the date of invoice by direct debit or another electronic payment method agreed with Global 4
Equipment	hardware, Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Global 4 to Customer for use in receiving the Services. Equipment excludes Customer Equipment.
Force Majeure	in relation to a Party, means any circumstances, events, omissions or accidents beyond the control of that Party, which prevent that Party from performing any or all of its obligations
GDPR	General Data Protection Regulation (EU) 2016/679
Global 4 Ltd (Global 4)	Global 4 Ltd (Global 4): (Company registration number 03526932) registered office at Global House, 60B Queen Street, Horsham, West Sussex RH13 5AD.
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Hardware fund	fund allocated to the Customer to allow it to purchase equipment in connection with the Mobile Services.
Incumbent Provider	the regulated operator who is authorised to provide a Service in a given country.
Insurance	Global 4 are not insurance brokers and work purely on a recommendation

	basis, where we will pass customer details onto our insurance partner.
International Band	countries grouped together for calls to another country from the UK as set out within the applicable Price Plan Guide
Liability Period	each consecutive 12-month period starting on the Agreement Start Date.
Minimum Term	the minimum term to which Customer commits to receive a Service
Mobility Equipment	Hardware, software and any other tangible equipment in relation to services offered by Global 4 for use in receiving mobile services.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Global 4 to perform the Services.
Non-Recurring Charges	Once off charges
NRA	the national regulatory authority for electronic communications or telecommunications services in the relevant country
Off-Peak	all periods that are not Peak Hours
Once off charges	the non-recurring Charges payable by Customer in relation to the Service and/or Equipment as described in the Customer's Order. May include Installation Charges for ports, access circuits and routers, charges for set up of Service Elements and Configuration Changes.
On-VPN	a call type between telephone numbers that the Parties have agreed to form part of a virtual private network.
Operational Data	Personal Data provided or made available by one Party to the other which is operationally required for the performance of this Agreement (business contact information such as names, email addresses, telephone and fax numbers) relating to that Party's employees or representatives.
Order	an order (in the form specified in this Agreement or otherwise agreed by the Parties) that is raised by Customer to order Services and that is accepted by Global 4
Peak	a period between 8.00am and 7.00pm on Monday, Tuesday, Wednesday, Thursday and Friday in the UK.
Personal Data	any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Data Processor have access from time to time in performing the Services.
Port	transfer a telephone number that is connected to the Network under this Agreement to a different network provided by another supplier
Price Plan	Outlining standard list price charges (including out of bundle charges).

Global 4 Ltd - Terms and Conditions Mobile Services

Privacy Authority	relevant statutory authority with responsibility for the applicable privacy law in the jurisdiction of the Data Controller.
Recurring Charge	a regular and recurring Charge payable by Customer for use of the Services on a monthly, quarterly or annual basis as set out in the Commercial Terms and shall include Access Fees.
Renewal Term	the renewal term of the relevant Service as specified in the Commercial Terms
Retail Mobile Services	the mobile services to be provided by Global 4 to the Customer, where the Customer is directly contracted with an Airtime Provider.
Roaming Zone	a group of countries classed and grouped together for calls made and/or received in a country other than the UK as set out within the applicable Price Plan Guide or where no Price Plan Guide applies, within the Terms.
RPI	Retail prices index rate
Service Commencement Date	Agreement start date
Service Element	the individual components of a Service
Service Specific Terms	“Service Specific Terms” that set out information such as terms and conditions, specifications and technical information specific to a Service.
Services	services (including any applicable Service Elements) to be provided by Global 4 or a Third-Party Provider under this Agreement and as specified in this Agreement.
SIM	a “subscriber identity module” card is an integrated circuit storing user specific data and provided by Global 4 to allow use of equipment on the Network by Customer
Software	a machine executable computer program, software module or software package or any part thereof (in object code only) which Global 4 licences to Customer, or grants Customer access to, as part of the Service, irrespective of how it is stored or executed, and including all fixes, modifications, enhancements, translations, updates, upgrades and derivative works.
Target Spend	the amount of money specified in the Terms for a Service (where applicable)
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Customer in writing relating to a Service or Equipment including notification to upgrade
Termination Charge	Amount payable by customer for early termination or failure to meet commercial commitments.
Third Party Provider	a third party contracted by either Global 4 or Customer that provides a Service, a Third-Party Service or that provides a service that connects to a

	Service. Third Party Providers may include Incumbent Providers.
Third Party Services	those Services provided by third parties which are charged in addition to Customer’s inclusive price plan allowance. Third party services may include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using Customer Equipment or Equipment abroad, or making calls and sending texts to a country outside the UK.
Tiered Support Service Specific Terms	“Tiered Support Service Specific Terms” that sets out information on the support services Global 4 offers in respect of certain Services.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
User	an individual end user of the Services who is approved by Customer and who must be a permanent or temporary employee or sub-contractor of Customer.
User details	a username, password, or other access information used by a User to access the Service and/or Equipment.
User Personal Data	Information that relates to the identify of a user.
Wholesale Mobile Services	the mobile services to be provided by Global 4 to the Customer, where the Customer is directly contracted with Global 4 and not an Airtime Provider.
Working day and hours	Monday to Thursday 09:00 to 17:30 & Friday 09:00 to 17:00