



AMIGROUP LTD Network Services TERMS AND CONDITIONS

1. Terms used in these terms and conditions

Words appearing in bold type in these terms and conditions have the meanings ascribed to them as set out below:

“Agreement” in these terms and conditions, the service agreement and (if applicable) the connection schedule in accordance with which we permit to use the SIM card(s) and agree to provide services to you.

“Service Agreement” is the airtime service agreement.

“3rd Party” is a person or company who may have purchased the equipment from you.

“Equipment” are, GPRS Modems or other related items provided by us or by any 3rd party for use with the services.

“Minimum Period” is the period for which you have agreed to receive the services as set out in the service agreement and starting on the date we connect you to the services and any extensions to it made pursuant to this agreement.

“Network” is the mobile telecommunications network to which each SIM card supplied under this agreement is connected.

“Service Charges” the charges charged by us to you in respect of the provision of the services calculated in accordance with the tariff.

“Services” are mobile telecommunications services obtained from our telecommunications network provider as specified in the service agreement and provided to you.

“SIM Card” is the Subscriber Identity Module supplied by us that allows you to access and use the services (each SIM card supplied by us remains our property or the property of the relevant supplier telecommunications network provider).

“Subsidy” (if applicable) is the amount we pay any reseller in return for entering into this agreement and/or the amount by which we have subsidised the purchase cost of equipment sold by us.

“Tariff” is the charge plan you have chosen specified in the service agreement and/or airtime agreement which determines the service charges you pay us, details of the tariff are found in the service agreement/ airtime agreement and/or associated with this agreement.

2. Your right to cancel

You have the right to cancel this agreement at any time from the date you sign the service agreement until we commence provision of the services by writing or by sending a fax to us. You consent to us commencing provision of the services as soon as reasonably possible. You acknowledge that if you cancel the agreement in the way we may recover the amount of any subsidy from you unless we are able to recover it from any 3rd Party.

3. The services

- (a) We shall use all reasonable endeavours to provide the services to you, but our ability to do so may be affected by circumstances beyond our control. These include but are not limited to: the capability of the equipment: the number of people using the network: geographic or atmospheric conditions: maintenance requirements or equipment failures. Any coverage maps are a best estimate, but not a guarantee of coverage.
- (b) We may at any time set a limit on an amount of service charges you incur during each billing period or place a bar on any SIM card being used on any overseas networks. If you want to vary such limits you should contact us. You acknowledge that we may undertake, and you consent to us undertaking, credit checks to determine your creditworthiness and that we may refuse to vary any such bar.
- (c) We may at any time require the payment of a non-interest bearing deposit: (i) as a condition of delivering the services to you or, (ii) to release any bar on a SIM being used on overseas networks or (iii) as a condition of increasing any limit we impose on the amount of service charges you incur. The deposit will not exceed more than 4 months services charges calculated by reference to your actual usage of the services or, if you have not used the services for at least 4 months, on the basis of the information you gave to the dealer or us when purchasing the equipment or in the existing airtime agreement. Any deposit paid by you will be repaid when this agreement ends or earlier if we agree (but we may in these circumstances reinstate any bar or limit)

4. Paying for the service

- (a) If required you shall pay the service charges for the tariff you have chosen by direct debit. If you cancel the direct debit set up for the payment of services charges we may impose an administration charge of £25. In these circumstances, we may also impose a surcharge of £2.50 per month to reflect our additional costs in processing non-direct debit payments. All non-direct debit payments shall be paid within 14 days of the date of our invoice. We may impose a surcharge of £15 for late payment of any invoice or if a direct debit is returned unpaid.
- (b) We reserve the right to charge interest on late payments at a rate of 2% per annum above the base lending rate of Barclays bank, such interest to accrue from the date the amount becomes due to the date of payment in full.
- (c) You shall notify us of any billing queries within one month of the date of invoice upon which the query arises and shall not withhold payment of any service charges set out in the queried invoice, or any invoice, by reason of your billing query until it has been resolved by us. We are unable to investigate any potential billing queries after 30 days from the date of invoice.
- (d) All figures in this agreement are expressed exclusive of value added tax.

5. Your responsibilities

- (a) You must (i) keep to any conditions we set regarding the use of SIM cards(s) or equipment (ii) tell us immediately if your name, address, bank account or credit details change, (iii) tell us immediately if your SIM card(s) or equipment is lost or stolen and write or fax to confirm these details. You acknowledge that if your SIM card(s) or equipment is lost or stolen, you will not be responsible for any charges incurred after you have notified us of the fact but will be responsible for any unauthorised charges incurred beforehand.
- (b) You must not: (i) use the SIM card or equipment (or allow it to be used) for any illegal purpose. We may report the incidents to the police or any other relevant official organisation; or (ii) use any equipment that has not been approved for use on the network. If you are not sure whether the equipment is approved, you may contact us.

6. How you can end this agreement

You can end this agreement in its entirety or part only insofar as it relates to the services delivered in respect of any particular SIM card in the following circumstances:

- (a) Immediately upon written notice in the event we break this agreement and cannot correct the situation within 14 days of you telling us about the break; or
- (b) By giving us 3 months prior written notice after the contact service period.

7. What you have to pay when you end this agreement

- (a) If you end all or part of this agreement under clauses 6(a) above, you will only have to pay the service charges to the date this agreement ends in accordance with and pursuant to clause 6(a).
- (b) If you end all or part of this agreement under clauses 6(b) and the minimum period has ended we (i) will charge you services up to and including the date upon which the relevant notice served pursuant to clause 6(b) expires; and (ii) may in respect of each SIM card charge you an administration fee of £15 for the cost of disconnecting that SIM card from the network.
- (c) If you end all or part of this agreement under clause 6(b) and the minimum period has not ended yet we shall immediately on demand pay to us an amount being the sum of (i) the unpaid line rental element of the service charge in respect of the relevant SIM cards terminated for the period from the date of expiry of your notice pursuant to clause 6(b) up to and including the last day of that minimum period; and (ii) in respect of each such SIM card, charge you an administration fee of £15 for the cost of disconnecting the SIM card from the network.

8. Changes to the services

- (a) You can apply to port/migrate the mobile phone number relating to a SIM card to another network; we reserve the right to charge you an administration fee of £25 in addition to any charges of termination that may be applicable under clause 7 above.
- (b) If the law changes or VAT or any other tax is increased, we can change the terms of this agreement accordingly by giving you notice.
- (c) We can change the service charges at any time. If we increase the service charges in excess of the current retail price index, you can end this agreement by giving us written notice. You will then only have to pay invoices for the services that you already owe. This agreement will end 30 days after we receive your written notice. During the notice period the previous service charges will apply.
- (d) It is unlikely, but we may need to change your mobile number or other number from time to time. We will let you know if this is the case.

9. How we can end this agreement

- (a) We can end this agreement immediately if you become bankrupt, insolvent or go into liquidation or if you enter into a voluntary arrangement or have a receiver or an administrator appointed over any or all of your assets. We do not have to give you notice in these circumstances.
- (b) We can also end this agreement: (i) if you breach this agreement and do not correct the situation within 14 days of us telling you about the breach (ii) if the network closes down for any reason; (iii) if you give us false information

10. What you have to pay when we end this agreement

If we end this agreement under clause 9(b) (ii), you will only have to pay the service charge you already owe. If we end this agreement pursuant to clause 9 for any other reason, you will pay all the charges as if you had ended the agreement under clause 6(b)

11. When we may suspend the service

We may suspend the service if:

- (a) The network fails or if modification or maintenance work is being carried out, or if the network is unavailable for any reason;
- (b) If we do not receive full payment of any charges from you to us pursuant to the agreement on time;
- (c) If we think or know your equipment or SIM card(s) is being used fraudulently or illegally or if they have been lost or stolen.

If the service is suspended under clause 11(a) for more than 3 days running, you will not have to pay line rental for that period.

If the service is suspended under clause 11(b) and if you wish to be reconnected, we may require you to pay an administration charge of £60 in addition to all arrears.

If the service is suspended under clause 11(c), you will have to pay the service charges.

12. What are we liable for

- (a) Nothing in this agreement shall exclude or restrict liability of either party for: (i) death or personal injury resulting from that party's negligence; (ii) or breach any implied term as to title or quiet enjoyment arising out of section 12 Sale Goods Act 1979; or (iii) fraud or fraudulent misrepresentation.
- (b) Subject to clauses 12(a) and 12(c) our aggregate liability of any sort resulting from our negligence or otherwise arising in connection with this agreement shall in respect of all claims brought pursuant to this agreement be limited to an aggregate amount of whichever is lesser of (i) the amount of the service charge paid by you to us pursuant to the terms of this agreement in the preceding 12 month period, or (ii) if this agreement has not continued for a term in excess of 12 months, the actual amount of service charges paid by you to us pursuant to the terms of this agreement.
- (c) Subject to clauses 12(a) and 12 (b), neither party shall be liable to the other in respect of any matter arising out of or in connection with this agreement in contract or tort otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.

13. Transferring or Ending the agreement

- (a) You may not transfer all or any part of this agreement to anyone else without our consent, this agreement is personal to you, but please contact us if you want to transfer your SIM card(s) or equipment to someone else (subject to a satisfactory credit check). When you end the agreement you must return all sim card(s) to AMI contained within the modem plus the unit to decommission proprietary software contained within.
- (b) We can without notice to you transfer all or any part of this agreement at any time to someone else.

14. Roaming Charges

Please note that Networks vary their Roaming charges dependent on location of SIM and whether roaming is on preferred increments and the price per MB for Roaming SIMs.

- (a) Vodafone SIMS – Vodafone SIMs are billed in 200KB increments on Public or Internet APN's. If a private network is selected (as per AMI's) then billing increments are billed in 1KB increments on Vodafone and partner networks and 10KB increments on non-Vodafone partner networks.
- (b) O2 Sims – O2 Sims are billed in 10KB increments on non-preferred networks and 1KB on preferred networks. However, when roaming there is a minimum charge for data usage of 200kb per day (24 hours ending midnight UK time), per APN and per foreign network provider.
- (c) T-Mobile & O2 Ireland SIMS – T-Mobile & O2 Ireland SIMS are billed in increments of 1KB.

15. Disputes and the Law

- (a) This agreement is governed by English law. Please contact us should you have any complaint to make regarding the service. If you are not happy with the way we deal with any complaint and you want to take court proceedings, you must do this in England.