

AIRTIME – BUSINESS CUSTOMER TERMS & CONDITIONS

1. WHEN THIS CONTRACT BEGINS AND HOW LONG IT LASTS

1.1 Your obligations under this Contract will commence on the Start Date and will continue during the Contract Term and thereafter until terminated in accordance with clauses 10 or 12.

1.2 Our obligations under this Contract will commence on the Connection Date.

1.3 Any dates given in this Contract regarding our provision of the Product to you are estimates and are provided for planning purposes only. We will have no liability for any failure to meet any date as time is not of the essence in relation to our provision of the Product to you.

1.4 Where you request a Tariff Review and we agree to amend your Tariff, a new Contract Term will be deemed to start from the date upon which the Tariff is amended. Any charges arising as a result of us agreeing to amend your Tariff are set out in clause 8.9.

2. YOUR RIGHT TO CANCEL THE CONTRACT

2.1 If you have ordered the Product over the telephone or internet, you may cancel your Contract for the Product or any part of it during the Cooling Off Period 30days from payment.

2.2 If you want to cancel in accordance with clause 2.1, you must call Virtus Fleet Ltd to confirm cancellation before the Cooling Off Period expires. We will then arrange for your Equipment to be collected and you must return all SIM Cards to the address on the envelope that they arrived in. If you do not call our Virtus Fleet Ltd to confirm your cancellation, we may not be able to recognise or process your cancellation and we may not be able to process any refund that you are entitled to.

2.3 If you cancel your Contract during the Cooling Off Period, you must pay any Charges that you or we have incurred including the costs of administration, of delivery and collection of your Equipment and additional items. If your Tariff had any inclusive minutes or SMS messages, these will be charged at our normal rates, as per our Price List. We may send you a bill for any outstanding Charges up to 120 days after you cancel your Contract.

2.4 You will not be entitled to a refund unless your Equipment and any additional items are, when collected, in "as new" condition and in the original packaging. If you do not return the Equipment and any additional items in "as new" condition, we may charge you an additional fee to cover the actual cost that we must pay for the Equipment and additional items.

2.5 Save as provided pursuant to clauses 5, 18.7 and 18.8, you do not have the right to return any Equipment or SIM Card outside of the Cooling Off Period. If you cancel otherwise than in accordance with clause 2.1 you must pay the Cancellation Charges.

3. WHAT PRODUCT WE WILL PROVIDE TO YOU

3.1 Whilst we provide the Product to you, you authorise us to act on your behalf in all dealings with any Third Party Operator in connection

with any matter that enables us to provide or to continue to provide you with the Product.

3.2 All calls to international, premium rate and other numbers indicated in the Tariff as being automatically barred will be barred from the relevant Equipment or SIM Card. This bar may be removed at our sole discretion and may be subject to the provision of such security (by or on behalf of you) and to such credit and other checks as we shall require.

3.3 We may select and at any time change any Third Party Operator, carrier or other Product provider for the purposes of providing the Product(s) and you authorise us to give all notices, nominations and other authorisations that are necessary for us to provide, the Product to you.

3.4 The Product is provided for use by you in the course of your business and on the condition that you do not resell or otherwise make the Product available to any other person.

4. CONNECTION TO THE NETWORK AND PROVISION OF THE PRODUCT

4.1 Subject to these terms and conditions Virtus Fleet Ltd will procure the Connection of the SIM Card to the Network and Virtus Fleet Ltd will use its reasonable endeavours to make the Product available to you throughout the Term.

4.2 You recognise that the Product may from time to time be adversely affected by local geography, topography, atmospheric conditions and other causes of interference and may fail or require maintenance without notice. You further acknowledge that Virtus Fleet Ltd shall have no liability for failure of the Product or the Equipment unless and to the extent caused by Virtus Fleet Ltd negligence or fraudulent misrepresentation.

5. WARRANTIES AND LIABILITY

5.1 Subject to the clauses set out below, if you buy new Handset(s) through us, it is sold with the benefit of and subject to the terms applicable to such warranty or guarantee as is given by the manufacturer of the Handset. Handset(s) that are not new are provided without any warranty or guarantee whatsoever.

5.2 If you wish to use Equipment acquired from someone else to receive any Product rather than that supplied by us, we cannot guarantee compatibility with the Product nor will we provide any ongoing support. We will have no liability for a failure to provide the Product resulting from use by you of such Equipment.

5.3 Handset(s) supplied by us will be at your risk immediately on delivery to your premises (or into custody on your behalf, if sooner) and should be insured accordingly. Delivery will be evidenced by signature by you or an authorised person. The Handset(s) will be deemed to have been checked and accepted by you on the date of such signature. You must inspect and inform us of any damaged or missing items within seven days by telephoning Customer Product.

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You are responsible for ensuring that an authorised person is available to accept delivery. We are not responsible for any delay in performing the Product and reserve the right to charge carriage if an authorised signatory is not available, or you refuse to accept delivery of Handset(s). We accept no liability for any late delivery or deliveries that are lost in the post.

5.4 You may request an exchange or upgrade of any Handset within seven days following delivery subject to: (i) return to us of the original Handsets in their original packaging and unused; (ii) payment by you of the costs of delivery; and (iii) payment of our standard charge.

5.5 Handset(s) will remain our property until paid for in full by you. Until such time as the ownership of the Handset(s) has passed to you, you will hold it on our behalf and keep it safe, insured and identified as our property and we will be entitled to ask you to return the Handset(s). During this time you will notify us immediately of any loss, theft or damage of any Handset.

5.6 All SIM Cards supplied to you for use on the Network will at all times remain the property of the Third Party Operator and in the event of termination of the Contract must be returned to your Third Party Operator in good condition. You agree to notify the Third Party Operator immediately of any loss, theft or damage of to any SIM Card.

5.7 If it is necessary for a Third Party Operator to supply you with Equipment in order to access the Product then you agree that such Equipment will remain the sole property of that Third Party Operator and you will comply with all request and instructions of that Third Party Operator in relation to provision, installation, storage, maintenance and care of that Equipment.

5.8 You will comply with any reasonable instructions issued by us or the Third Party Operator which concern your use of the Product or SIM Card including, without limitation, any codes of conduct which apply in relation to the Equipment and Product (as amended from time to time).

5.9 You will ensure that the Equipment and any other equipment and/or hardware connected to or used with any Product is connected and used in accordance with any applicable instructions, safety or security procedures.

5.10 Virtus Fleet Ltd shall not be liable for any indirect or consequential loss, (including but not limited to economic loss, loss of profits, loss of business, loss of revenue, increased costs or expenses, loss of savings or opportunity costs) whether arising in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise in connection with the performance of or failure or omission to perform this Contract.

5.11 Subject to clause 5.6, Virtus Fleet Ltd total liability to you in respect of each claim whether under this Contract or arising in tort (including negligence and breach of statutory duty), misrepresentation or otherwise shall not exceed the average Charges for one month

(averaged over the period of the Contract prior to the event giving rise to the claim) and the price you paid Virtus Fleet Ltd for the Equipment.

5.12 Other than as expressly provided in this Contract all warranties, conditions, terms, representations or other terms (whether express or implied by statute or common law or otherwise) as to the Product and the Equipment are hereby excluded to the fullest extent permitted by law.

6. EVENTS OUTSIDE OUR REASONABLE CONTROL

6.1 Neither party shall be deemed in default or liable to the other for any delays or failure in performance or for any failure to comply with its obligations under this Contract (other than an obligation to pay moneys when due) arising from any cause beyond that party's reasonable control including (but not limited to) acts of God, theft, war or riot, civil disobedience, national emergency, strikes and other labour disputes, fire, flood, explosion, acts of terrorism, acts of government or other competent authority or acts of any electronic communications network or Product provider.

7. USE OF THE PRODUCT

7.1 You undertake with Virtus Fleet Ltd that throughout the Term you will and will take all reasonable steps to ensure that your employees will:

(a) provide Virtus Fleet Ltd with such information as Virtus Fleet Ltd reasonably request in connection with this Contract;

(b) notify Virtus Fleet Ltd (or the relevant mobile operator) immediately (and to confirm in writing) on becoming aware that any Equipment or SIM Card has been lost or stolen or that any person is making improper or illegal use of the Equipment, SIM Card or the Product. You will be responsible for any Charges incurred as a result of unauthorised use of any Equipment, or SIM Card, or the information contained within a SIM Card, until Virtus Fleet Ltd has received a request from you to suspend the Product to that Equipment or SIM Card;

(c) pay the standard charges levied by Virtus Fleet Ltd from time to time applicable to repair work on Equipment which is outside (in scope or time) the warranty provided under this Contract;

(d) use the Equipment and any Software (including any End-User Licensed Software) in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of Virtus Fleet Ltd and not to copy, reverse engineer or modify the Software or the End User Licensed Software in any way save as permitted by law;

(e) generally observe the Wireless Telegraphy Acts 1949 to 1972, the Telecommunications Act 1984, the Communications Act 2003 and all other relevant legislation and statutory instruments ("Relevant Legislation") and comply with any directions made by any competent regulatory body, authority or officer;

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(f) comply with any reasonable instructions issued by Virtus Fleet Ltd which concern your use of the Product or SIM Card including, without limitation, any codes of conduct which apply in relation to the Equipment and Product (as amended from time to time) supplied under this Contract;

(g) only use Equipment under this Contract which is approved for use with the Network;

(h) only use the Product in good faith and not so as to artificially increase or create revenues for telecommunications Product supplied by you or any person connected with it in any way; and

(i) notify Virtus Fleet Ltd immediately of any loss, theft or damage of any Equipment or SIM Cards (and confirm such notification in writing within 48 hours).

7.2 You will not:

(a) use the SIM Card or Equipment and the Product for any purpose other than that for which it was designed or intended;

(b) use the Product in any way to generate AIT;

(c) without the prior written consent of Virtus Fleet Ltd which may be withheld at Virtus Fleet Ltd absolute discretion, establish, install or use a GSM Gateway or any other device so that telecommunication Product are provided via the GSM Gateway to third parties;

(d) use the Product in a manner which is inconsistent with a reasonable customer's good faith use of the Product or the Virtus Fleet Ltd cellular telecommunications network;

(e) use the Product fraudulently or in connection with a criminal offence or for the purpose of sending unsolicited text messages or any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any person's intellectual property rights or rights of privacy or is otherwise unlawful;

(f) use the Product in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;

(g) use or allow others to use the Product for any improper immoral or unlawful purpose;

(h) act or omit to act in any way which may injure or damage any persons, property or the Network or howsoever cause the quality of the Product to be impaired;

(i) yourself nor authorise any other person to reverse engineer, decompile or modify the Equipment or SIM Card; and

(j) knowingly, recklessly or negligently act or omit to act in such a way that the operation of the Network may be jeopardised or impaired in Virtus Fleet Ltd reasonable opinion.

7.3 You agree that you are procuring the SIM Cards, Equipment and Product solely for its own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the SIM Card, the Equipment, or the Product.

7.4 You recognise that the Product may be dependent upon End-User Licensed Software and if you do not accept the licence terms relating to any End-User Licensed Software, Virtus Fleet Ltd shall have no liability whatsoever for any failure to provide the Product to you where the Product depend on the use of End-User Licensed Software.

7.5 Where you accept the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Contract relating to End-User Licensed Software and shall exclusively comprise your sole rights and remedies in respect of such End-User Licensed Software.

7.6 The terms of this Contract shall also apply to any Orders placed by any Associate. You agree that you will be liable to Virtus Fleet Ltd for: all claims, losses and expenses arising out of the breach of the terms of this Contract by any of your Associates (including but not limited to the non-payment by the Associate of Charges and Cancellation Charges, which you agrees to pay in full within 30 days of notice from Virtus Fleet Ltd of the amount outstanding) related to an Associate's use of the Product; ensuring that your Associates are aware of and comply with the terms of this Contract; and, all losses, costs and expenses resulting from any claims against Virtus Fleet Ltd made by any of your Associates or any other third party whom you have permitted to use or procure the Equipment or the Product, to the extent that such claims exceed the financial caps and other limitations on liability as set out in this Contract.

7.7 If it is necessary for a Third Party Operator to supply you with Equipment and/or Hardware in order to access the Product then: (a) such Equipment will remain the sole property of that Third Party Operator; (b) you will not alter or modify in any way any Third Party Operator's equipment or hardware and you agree to indemnify us for any losses or damages which we may suffer or incur as a result of any loss or damage affecting the Third Party Operator's equipment or hardware unless any such loss or damage is caused by fair wear and tear.

7.8 You agree that the details that you provide to us on your Contract shall be true, accurate and complete. If you choose to manage your account online, it is a condition of this Contract that you provide us with a current e-mail address for billing purposes and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.

7.9 Where you have agreed to a Committed Spend you must meet this obligation over the Contract Term.

8. HOW WE CHARGE

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8.1 You will pay us the Charges. Charges will be payable with effect from the date that a Product or any part of a Product is first made available to you for commercial use. The basis upon how we Charge you for the Product is set out in the Tariff and the Price List.

8.2 All Charges shall be based upon call and billing data recorded by Virtus Fleet Ltd. You acknowledge that roaming calls may take longer to be billed than other types of calls.

8.3 We may vary our Charges at any time by posting the resulting changes on the Virtus Fleet Ltd Website or otherwise giving you notice. The revised Charges will apply to all Product provided after the effective date of the notice of change.

8.4 All Charges are stated exclusive of value added tax (VAT) or other applicable taxes. You will be responsible for paying VAT and other applicable taxes which will be included in our invoices at the applicable rate(s).

8.5 Ordinarily Virtus Fleet Ltd will invoice on a monthly basis, where possible on the same date. Virtus Fleet Ltd reserves the right to bill you for any late charges.

8.6 You will, subject to clause 8.8 and unless otherwise agreed, pay invoices within 14 days of the date of the invoice.

8.7 Payments will be by Direct Debit only. If a direct debit is dishonoured or cancelled we shall be entitled to pass on to you any administration fee which may include third party charges. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation. Details of applicable fees are available on request. We may charge interest on all overdue amounts from time to time on a daily basis at a rate of 2% above the base rate of the Royal Bank of Scotland plc, to run from the due date of payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.

8.8 Any invoices which are disputed must be done so within 3 months of the Invoice Date otherwise the invoices will be deemed to be correct. If you wish to dispute an invoice you must write to us and provide us with (i) nature and reason for dispute, (ii) amount in dispute, (iii) any evidence to support the disputed amount.

8.9 If your Spend is less than the Committed Spend at the end of any Contract Term, then we reserve the right to charge you the Reconciliation Charge

8.10 If at the time after the first three months from the Connection Date the number of Connections you hold is less than the Minimum Holding then we reserve the right to review and/or vary the Tariff; Hardware Fund, Price List or the terms thereof on written notice to you.

8.11 The Hardware Fund (where applicable) is offered on the following terms:

(a) We may vary the Hardware Fund or the terms of this clause 8.11 at any time by giving you notice. The variations will apply after the effective date of the notice of change.

(b) We reserve the right at any time during the Contract to withdraw the Hardware Fund including any remaining credit amount of the Hardware Fund and the right to any future credits against the Hardware Fund in respect of new Connections (if applicable).

(c) You may drawdown from the Hardware Fund by sending a Hardware order form (which are available through Customer Product) to us or by providing us with a pre-authorized (by a duly authorised representative) purchase order.

(d) On receipt of an order in accordance with clause 8.11(c) above, the value of the order will be offset against the Hardware Fund (where applicable) and any amount over and above the available Hardware Fund shall be treated as a Charge payable in accordance with this clause 8.

(e) Unless otherwise agreed by Virtus Fleet Ltd in writing, the Hardware Fund can be used solely for the purposes of offsetting Charges for Equipment listed on the Price List.

(f) In the event that this Contract is suspended for any reason under clause 11 below, we reserve the right to suspend the Hardware Fund or any terms thereof.

(g) In the event that this Contract is terminated for any reason under clause 12 below, the Hardware Fund will be withdrawn and any residual credit balance of the Hardware Fund will be retained by us. For the avoidance of doubt, any residual credit balance of the Hardware Fund shall have no monetary value and you shall have no right to any payment, future use or credit in relation to such residual balance.

(h) We reserve the right to offset any credit amount of the Hardware Fund against any monies due and payable by you to us,

(i) No VAT is applied to the Hardware Fund or any drawdown from the Hardware Fund and no invoice or credit note will be issued by us in respect of any VAT in this regard.

8.12 Any credits (including the Hardware Fund) accrued in the Equipment Account or Airtime Account may be used solely for the purposes of offsetting Charges for Equipment and or Airtime respectively, do not have any monetary value, and you are not entitled to:

(a) use any credits accrued in the Equipment Account to offset Airtime Charges or vice versa; or

(b) offset any credits accrued in the Equipment Account or the Airtime Account against any outstanding debt; or

(c) any payments from any credits accrued in the Equipment Account or the Airtime Account; or

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(d) any future use of credits accrued in the Equipment Account or the Airtime Account upon termination of this Contract.

8.13 You will be responsible for any additional Charges arising as a result of your misuse of the Product or the Equipment including without limitation the use of the SIM Card otherwise than with Equipment supplied by Virtus Fleet Ltd.

9. CREDIT LIMIT/SECURITY PAYMENT

9.1 We may at our sole discretion and at any time during the lifetime of the Contract impose a Credit Limit on your account and require payment of a security deposit or interim payment by you.

9.2 Any Credit Limit imposed can be amended without prior notice. If you exceed such Credit Limit

(i) we may demand immediate payment of the Charges and may suspend the Product; and

(ii) you will still be responsible for all Charges incurred including those exceeding the Credit Limit.

9.3 If at any time we require you to pay a security deposit under clause 9 above we may (i) suspend provision of the Product until we receive payment of the security deposit. We may hold this deposit until you have paid all sums due to us from you under the Contract. If you owe us money we may set off the deposit against any amount due to us. We will refund any deposit we are still holding on request upon termination of this Agreement or at our discretion after three months of continuous on time bill payments. No interest is payable on any deposit held by us.

10. CHANGING THE CONTRACT

10.1 This clause 10 applies to all changes to this Contract, except changes to Charges which are dealt with in clause 8.3 above.

10.2 Subject to clause 10.1 above, we may vary these terms and conditions at any time by posting the changes on the Virtus Fleet Ltd Website and, where reasonably practicable, giving you prior notice. We will only do this if we have a valid reason, for example to reflect changing arrangements with any Third Party Operator or changing legal, regulatory or business requirements. If any variation of these terms and conditions is likely to cause material detriment to you:

(i) we will also notify you of the variation in writing or by your chosen method of contact; and

(ii) you shall have the right to terminate this Contract with immediate effect by giving us written notice. You agree that, if you decide to use the Product after any variation(s) to these terms and conditions have been posted on the Virtus Fleet Ltd Website or, in the case of a variation which is likely to cause material detriment, notified to you, you will be bound by the terms and conditions as varied.

11. SUSPENSION

11.1 Virtus Fleet Ltd may from time to time and without notice suspend the Product (and at Virtus fleet ltd discretion disconnects the SIM Card from the Network) in any of the following circumstances without prejudice to the liability of you to continue to pay Charges:

(a) if you fail to comply with any of these terms and conditions (including but not limited to failure to pay any Charges when due) until the failure to comply is remedied;

(b) if any direct debit is dishonoured or cancelled;

(c) if the Credit Limit for this Contract is exceeded;

(d) if you allow to be done anything which in Virtus Fleet Ltd opinion may have the effect of impairing the operation of the Product;

(e) during any period in which access to the Network is denied or restricted to Virtus Fleet Ltd by the Third Party Operator;

(f) if Virtus Fleet Ltd becomes aware or reasonably suspects or believes that the Equipment or SIM Card is being used for fraud or the use is fraudulent;

(g) in the event of notification of loss or theft of the Equipment or SIM Card;

(h) if Virtus Fleet Ltd becomes aware or reasonably suspect or believes that the Equipment or SIM Card have been reverse engineered, decompiled or modified; or

(i) at the request of a representative of you appearing to Virtus Fleet Ltd to have authority to make such request.

11.2 If Virtus Fleet Ltd in its sole discretion reinstates the Product following suspension you may be liable for an administration fee if suspension is due to the default of you.

12. TERMINATION

12.1 Without prejudice to any other claims or remedies which Virtus Fleet Ltd may have against you, Virtus Fleet Ltd may terminate this Contract by giving notice to you with immediate effect in any of the following circumstances:

(a) if you fail to comply with any of the terms of this Contract including but not limited to failure to pay any Charges when due; failure to meet the Committed Spend; or failure to maintain the Minimum Holding;

(b) if you make or offer to make any arrangements or composition with creditors or commits any act or acts which may render you liable to proceedings under the Insolvency Act 1986 or any statutory amendment or re-enactment thereof or where proceedings are commenced against you under that act or any similar act;

(c) if you do, or allow to be done, anything which in Virtus Fleet Ltd opinion will or may have the effect of impairing the operation of the Product;

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(d) if any licence to operate or use the Network under the relevant legislation is revoked or terminated for any reason;

(e) if the operation of the Network is terminated or if the provision of the Product to Virtus Fleet Ltd is discontinued for any reason; or

(f) if information supplied to Virtus Fleet Ltd by you is false or misleading.

12.2 Either party may serve 30 days' written notice to the other party to terminate this Contract, such notice not to expire before the end of the Contract Term.

12.3 Upon the termination of this Contract Virtus Fleet Ltd shall disconnect the Equipment and the SIM Card from the Network.

12.4 On termination of this Contract all outstanding Charges and other sums due to Virtus Fleet Ltd shall be paid forthwith.

12.5 Termination of this Contract howsoever arising shall be without prejudice to the rights, duties and liabilities of the parties accrued prior to termination. Those Clauses in this Contract which are intended (expressly or by implication) to have effect after termination shall remain binding on the parties notwithstanding termination.

12.6 If you seek to terminate this Contract prior to the expiry of the Contract Term, we shall be entitled to charge the Cancellation Charges.

12.7 If on termination you wish to port any telephone number to any other Product provider Virtus Fleet Ltd shall:

(a) be entitled to charge a reasonable porting charge; and

(b) shall not be obliged to comply with any porting request unless and until you have fully complied with all its obligations under this Contract (including the payment of all Charges due) which, in the event of termination within the Contract Term (if any) shall include all Line Rental Charges due during the Contract Term.

12.8 All SIM Cards supplied hereunder to you for use on the Network shall at all times remain the property of the Third Party Operator. If a replacement SIM Card is required, Virtus Fleet Ltd may charge for such supply.

13. ASSIGNMENT

13.1 You may not assign or transfer the benefit or subcontract or alienate your obligations under this Contract to any third party without the prior written consent of Virtus Fleet Ltd .

13.2 Virtus Fleet Ltd may assign or transfer the benefit of this Contract to any third party and may sub-contract the performance of all or part of the same.

14. DELIVERY AND RISK OF AND EQUIPMENT

14.1 Equipment supplied by Virtus Fleet Ltd shall be at your risk immediately on delivery into your premises (or into custody on your behalf, if sooner) and should be insured accordingly.

14.2 A delivery schedule should be agreed with Virtus Fleet Ltd prior to placing the order. While Virtus Fleet Ltd will endeavour to comply with the time(s) for delivery specified in such schedule or any other such agreed time(s) Virtus Fleet Ltd shall not in any circumstances be liable for any failure to do so.

14.3 Virtus Fleet Ltd reserves the right to charge carriage if you refuse to accept delivery of Equipment supplied by Virtus Fleet Ltd in response to a duly authorised order received from you.

14.4 Equipment shall be signed for on receipt and shall be deemed to have been checked and accepted by you on the date of such signature.

14.5 The Equipment shall remain the property of Virtus Fleet Ltd (or its third party suppliers) until paid for in full by you. Until such time as the ownership of the Equipment has passed to you, you shall hold it on Virtus Fleet Ltd behalf and keep it safe, insured and identified as Virtus Fleet Ltd property.

14.6 Until such time as the ownership of the Equipment passes to you, Virtus Fleet Ltd shall (subject to clause 14.5) be entitled to ask you to return the Equipment to Virtus Fleet Ltd.

14.7 Virtus Fleet Ltd agrees that it will not exercise its rights under clause

14.6 where you have entered into a nominated airtime contract and are duly performing your obligations as to payment under it and we have been paid all outstanding monies referred to at clause 8.

15. USE OF PERSONAL DATA AND DISCLOSURE OF INFORMATION

15.1 Virtus Fleet Ltd undertakes to comply with applicable Data Protection legislation in place from time to time. You further agree to the disclosure by Virtus Fleet Ltd of any information which Virtus Fleet Ltd is required to disclose by any order of any court of competent jurisdiction or by statutory authority and any information which is covered by Virtus Fleet Ltd ' registration under the Data Protection Act 1998 as amended from time to time.

15.2 Virtus Fleet Ltd may search the files of credit reference agencies which will keep a record of that search. Virtus Fleet Ltd may also carry out identity and antifraud checks with fraud prevention agencies. If you give false or inaccurate information to Virtus Fleet Ltd and Virtus Fleet Ltd suspects fraud, Virtus Fleet Ltd will record this. Details of how you conduct your account may also be disclosed to those agencies. The information may be used by Virtus Fleet Ltd and other parties in assessing applications for and making decisions about credit, credit related Product and insurance (including motor, household credit, life and other insurances and claims) from you and members of its household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention.

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Information may be used by Virtus Fleet Ltd and other parties for checking your identity, statistical analysis about credit, insurance, fraud and to manage your account and insurance policies. Virtus Fleet Ltd may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies whilst you retain a financial obligation to Virtus Fleet Ltd .

15.3 You authorise Virtus Fleet Ltd to use and disclose, in the UK and abroad, information about you and your use of the Product and how you conducts its account for the purposes of operating its account and providing you with the Product or as required under law to Virtus Fleet Ltd associated companies, partners or agents, any telecommunications company, debt collection agency or credit reference agency and fraud prevention agency and other users of these agencies who may use this information for the same purpose as Virtus Fleet Ltd . You agree to this information being used by Virtus Fleet Ltd for credit control purposes and fraud and crime detection and prevention. You can obtain further details from public registration held by the Information Commissioner. If you wish to have details of the credit reference or the fraud prevention agencies from whom Virtus Fleet Ltd obtains and with whom Virtus Fleet Ltd records information about you or receive a copy (Virtus Fleet Ltd may charge a fee) of the information Virtus Fleet Ltd holds about you, please contact Virtus Fleet Ltd by writing to the Data Controller at Virtus Fleet Ltd Unit 6 Park House, Greenhill Crescent, Watford, WD18 8PH.

15.4 You also agree to the information described in clause 15.3 being used, analysed and assessed by Virtus Fleet Ltd and the other parties identified in clause 15.3 and selected third parties for marketing purposes including amongst other things to identify and offer you by phone, post, SIM Card or other means, any further products, Product and offers which Virtus Fleet Ltd think might interest it. If you do not wish its details to be used for marketing purposes, please write to Data Controller at Virtus Fleet Ltd Unit 6 Park House, Greenhill Crescent, Watford, WD18 8PH.

16. INTERNET ACCESS

16.1 If you have a Mobile Phone or Device which enables access to the internet the following terms and conditions also apply to you:

(a) either ourselves or our contractual partners may provide links to other web sites or resources. We do not endorse, nor do we make any warranty as to the accuracy, completeness, reliability or continuous supply of the content or information contained on any third party sites or resources accessed via the Product;

(b) all content made available on the internet (directly or indirectly) through using the Product, whether publicly posted or privately transmitted, is the sole responsibility of the party from which such information originated. You are entirely responsible for all information uploaded, emailed or otherwise transmitted via internet access;

(c) we will not be responsible for any loss or damage you may suffer from any dealings with third parties. Any dealings with products or

Product provided by third parties which are located by using our Product or via the Virtus Fleet Ltd Website, are solely between you and that third party, unless we specifically state otherwise; and

(d) your ability to access a secure internet environment will be dependent on your Mobile Phone or Device and the third party supplier of content.

17. CONFIDENTIALITY

17.1 Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party as a result of this Contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing or receiving Product. These restrictions will not apply to any information which:

(a) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause 17; or

(b) is acquired from a third party who owes no obligation of confidence in respect of the information; or (c) is or has been independently developed by the recipient.

17.2 Notwithstanding clause 17.1, we will be entitled to disclose your confidential information to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.

18. OUR LIABILITY TO YOU

18.1 We accept liability without limit for death or personal injury arising from our own negligence or for any fraudulent pre-contractual misrepresentation on which you can be shown to have relied.

18.2 Subject to clauses 18.1 and 18.3, we are not liable to you whether under this Contract, tort (including negligence) or otherwise for direct or indirect loss of profits, anticipated profits, business, goodwill or anticipated savings, or for any indirect or consequential loss or damage including, but not limited to, claims against you from third parties and loss of or damage to your data even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the loss.

18.3 Subject to clause 18.1, our liability to you in contract, tort (including negligence) or otherwise in relation to or arising out of this Contract is limited to the annual value of the Contract.

18.4 We are not liable to you in Contract or tort (including negligence) for any acts or omissions of you or any party other than us, including other providers of telecommunications, computers or other equipment or hardware or Product including internet Product.

18.5 You are responsible for the security of your use of the Product including, but not limited to, protecting all passwords, backing-up all

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data, employing appropriate security devices, including virus checking software, and having disaster recovery processes in place.

18.6 Where you are or become aware of any matters which you know or ought reasonably be expected to know constitute a threat to the security of the Product you will immediately advise us of such matters.

18.7 If you have bought Equipment, where new, it is sold with the benefit of and subject to the terms applicable to such warranty or guarantee as is given by the manufacturer of the Equipment or Hardware but subject to clause 18.8.

18.8 In respect of any Equipment, no liability is accepted under any warranty or for any defect resulting from the following:

- (a) fair wear and tear;
- (b) rain, water or other liquid damage;
- (c) accidental or wilful damage;
- (d) negligence;
- (e) abnormal working conditions;
- (f) failure to follow the manufacturer's instructions (whether oral or in writing); or
- (g) misuse or alteration or repair of the Equipment without the manufacturer's approval.

19. THIRD PARTY RIGHTS

19.1 Save as provided by the terms of this Contract a person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

20. WAIVER

20.1 The failure or delay by Virtus Fleet Ltd in exercising any right, power or remedy of Virtus Fleet Ltd under this Contract shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by Virtus Fleet Ltd of any right, power or remedy under this Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy. Any waiver of a breach of, or default under, any of the terms of this Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Contract.

20.2 The rights, powers and remedies provided in these terms and conditions are cumulative and not exclusive of any rights, powers and remedies provided by law.

20.3 Where you are more than one person, your obligations hereunder are joint and several. Where any liability of one or some but not all of them arising out of an obligation which is both joint and several is discharged, whether by release, accord and satisfaction or

otherwise, the other persons who are subscribers shall continue to be jointly and severally liable on that obligation.

21. NOTICES

21.1 Notices must be in writing and shall be served by hand delivering it or sending it by pre-paid first class post, or registered post, or prepaid recorded delivery or prepaid international recorded airmail addressed to the other party at the address shown on the contract application or any other address as notified in accordance with this Clause or fax to the number notified by each party to the other.

21.2 Any such notice shall be deemed to have been received:

- (a) if hand delivered or sent by prepaid recorded or registered post or international recorded airmail at the time of delivery;
- (b) if sent by post (other than by recorded or registered post) two days from the date of posting;
- (c) if sent by airmail (other than prepaid recorded airmail) five days from the date of posting; and
- (d) in the case of fax, at the time of receiving a successful transmission report.

22. ENTIRE CONTRACT

22.1 The Contract sets out the whole contract between you and us for the provision of the Product and supersedes all prior arrangements, understandings and Contracts between you and us.

23. ENFORCEABILITY

23.1 If any particular clause of the Contract shall be or be held to be invalid or unenforceable by any court or other competent body or authority, the enforceability of any other clauses in this Contract shall not be affected and they shall continue in full force and effect.

24. EXPORT CONTROL

24.1 Delivery of the Equipment or the Licensed Software to you may be subject to export control law and regulations. Virtus Fleet Ltd does not represent that any necessary approvals and licences have been obtained or will be granted.

24.2 You agree to comply with any applicable export or reexport laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

24.3 In the event that you procure Equipment, including "xda" Equipment or similar computer technology from Virtus Fleet Ltd, you agree that in signing this Contract you accept the terms of the following end-user undertaking: you certify that you will be the end-user of the Equipment and further certify that you shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice Product in order to perform your everyday contractual duties; that the Equipment will not be used

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for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle activity; and agree to sign a formal 'End-User Undertaking' in a format specified by the United Kingdom Department for Business, Enterprise & Regulatory Reform if requested to do so by Virtus Fleet Ltd .

25. LAW AND DISPUTE

25.1 This Contract will be construed in accordance with and governed by the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English Courts.

25.2 If you have any dispute with us relating to or arising from this Contract, you must, in the first instance contact your Virtus Fleet Ltd representative.

25.3 If you are still not satisfied with how your complaint has been handled you can contact the ombudsman at <http://www.ombudsmanProduct.org/communications.html>