

ONC MOBILE NETWORK TERMS AND CONDITIONS

1. CONTRACT DEFINITION

- 1.1 'Application Form' means the application order form relating to the provision of the Services in the form provided by ONC from time to time incorporating these terms and conditions.
- 1.2 'Associated Company' means an employee or subcontractor of ONC.
- 1.3 'Authorised Person' means an employee or subcontractor of ONC.
- 1.4 'Network One Commitment Plan' means the account opened by ONC in the name of the Customer upon creation of the Contract and relating to the Services.
- 1.5 'Customer' means a person, company, body corporate or other entity or association whatsoever or howsoever who's Application Form is accepted by ONC and for whom ONC has opened a Network One Account.
- 1.6 'Contract' means the contract governed by these terms and conditions made between ONC and the Customer created upon acceptance by ONC of the Customer's Application Form and evidenced by the opening of a Network One Account for the Customer.
- 1.7 'ONC' means Overline Network Consultants which expression shall, where the context so requires, include its successors and assigns and any Associated Company thereof.
- 1.8 'ONC Access Equipment' means call routing apparatus supplied by ONC.
- 1.9 'ONC Network One' means the telecommunications reconciliation and billing system ONC runs which operates on least cost routing or CPS software.
- 1.10 'Discount' means the amount at which any of the Services are provided by ONC to the Customer during the Contract at less than the full rate. The amount of such discount, having been supplied in writing to the Customer, and/or inserted on the Application Form prior to any of the Services commencing as Discount Services.
- 1.11 'Discount Services' means any Services provided by ONC to the Customer from time to time and not charged for by ONC from time to time or charged at a Discount.
- 1.12 'Least Cost Routing Software or CPS' means software installed on a telephone system or telephone exchange which automatically enables the routing of calls via different telephone operators.
- 1.13 'Minimum Term' means the minimum duration of this Contract, which unless otherwise expressly stated on the Application form shall be 12 months or in the case of Network One Commitment Plan Customers this contract shall be for either 36, 60 or 84 month from the date the Customer first starts to receive the Services.
- 1.14 'Services' means supplying and routing the Customer's telecommunications including without limitation all calls, voice, fax, data and mobiles over the ONC (Network One) Network under the terms of the Contract. Services shall be deemed to include Discount Services where appropriate.
- 1.15 'Services Literature' means ONC's literature specific to the Services and other associated services existing from time to time.
- 1.16 'User' means the Customer and any individual or company permitted by the Customer to use the Services.

2. THE SERVICES

2.1

- a) The Customer shall complete, sign and return to ONC an Application Form prior to ONC agreeing to provide the Services.
- b) Where the Customer has Least Cost Routing Software available for use at its premises, ONC will, if necessary, and at its sole discretion, reprogram it in order to provide the Services.
- c) Where the Customer does not have Least Cost Routing Software available for use at its premises, ONC will, if necessary, and at its sole discretion, install and connect the Customer to ONC Access Equipment in order to provide the Services.
- d) ONC shall use all the reasonable care and skill of a competent telecommunications provider to provide the customer with the Services throughout the term of the Contract.
- e) ONC shall be at liberty, where necessary, to improve, update or upgrade the Services or alter the provision of the Services without any notice to the Customer.
- f) ONC do not supply telephone line rentals/products on their own, these are only supplied in conjunction with telephone call charges.
- g) ONC will not be held responsible for the inability to transfer or take over incompatible lines or services that cannot be transferred to their telephone network 'Network One'.
- h) When the customers' existing services are transferred from their existing service provider to ONC, a 'like for- like' order is used.

This order transfers ALL line services to us, which will be billed by ONC to the customer in accordance with our current service tariffs. The customer must specify in writing in advance of these orders being raised if they do not want certain line services transferred and therefore billed. There may be certain services that the customers' existing service provider does not charge for but ONC does & vice versa.

2.2

- a) The Services and the ONC (Network One) Network will only be used in accordance with the Contract.
- b) Only the Customer and Users shall use the Services and the ONC (Network One) Network and no other person shall be suffered or permitted to use the same.
- c) Upon the termination of the Contract:
- (d) No attempt shall be made to make calls via the Services or otherwise to use the ONC (Network One) Network and;
- (ii) Payments for services are in accordance with and subject to Condition 5.
- e) The Services Literature and any other instructions regarding the use of the Services and the ONC (Network One) Network may be notified to the Customer by ONC from time to time and shall be complied with promptly and such literature and instructions shall be deemed to form part of the Contract.

2.3

The Customer agrees that at all times during the term of the Contract it shall:

- a) Provide access to all appropriate sites for any Authorised Persons during the Customer's normal working hours and allow the removal, installation and maintenance of ONC Access Equipment:
- b) Keep its telecommunications equipment including without limitation the ONC Access Equipment in good working order and ensure that the equipment complies with all applicable standards and approvals so as to enable ONC to provide the Services:
- c) Only use and connect those telephones, ducting, cables, sockets and other equipment to the ONC (Network One) Network that have been approved in advance by ONC in writing and comply with all the relevant legislation relating to the use of such equipment:
- d) Provide all reasonable assistance required by ONC to enable it to provide the Services:
- e) Inform ONC by one month's prior notice in writing of any premises relocation or change of telephone number(s) on which the Services are registered:
- f) Provide a safe working environment for Authorised Persons working on the Customer's premises:
- g) Indemnify ONC fully against all losses, liabilities, costs (including without limitation legal costs) and expenses which ONC may incur as a result of any breach of the Customer's obligations under the Contract or misuse of the Services or the ONC (Network One) Network:
- h) Pay ONC (at its then current published rates) for all call out visits required from ONC where ONC determines that (i) the problem with the Services or the ONC (Network One) Network is not the fault of ONC or the ONC Access Equipment or (ii) the ONC Access Equipment has been damaged by the Customer.

2.4

The Customer undertakes to ONC to ensure that the Services and the ONC (Network One) Network are not used:

- a) For the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or
- b) Fraudulently or in connection with a criminal offence; or
- c) Otherwise in a manner which constitutes a violation or infringement of the rights of any other party;
- d) Otherwise than for the purpose of a telecommunications system.

2.5

The customer undertakes that they are responsible for the content and usage of non-geographic and premium rate telephone number/services obtained via ONC and agree to be bound by the rules governing these numbers/services, as laid down by the regulator 'Phone Pay Plus' in their Code Of Compliance For Information Providers.

3. MOBILE SERVICES ADDITIONAL CONDITIONS

3.1

a) Tariff

You hereby acknowledge and agree that ONC are to supply the Services as per the Tariff's specified on the contract for the full contractual term, a minimum being a 24month period. All charges, outside of the contractual tariff / and or package which include but are not limited to, Data Bolt On's and Tariff inclusive minutes and services, which exceed the agreed limit or those specified, shall be charged at Overline's standards rates. All of these charges can be found on the website: www.overline.com

b) Mobile Inactivity Policy

Mobile networks determine their commercial offerings to their MVNO's assuming adequate usage of their end user customers SIMs/handsets. To protect their/our ability to offer competitive tariffs & equipment to these end user customers via the mobile networks, we reserve the right to apply a charge to the end user customer equivalent to but not exceeding any 'claw back' of commissions made by the mobile network(s), where voice calls do not represent adequate business usage. There must be a reasonable level of genuine and regular outbound call usage for each customer connection. A handset must make at least 10 minutes of outbound calls per month (or SMS/GPRS usage of equivalent value, i.e. £1+), over a rolling three month period, to be considered 'active' at the time it is assessed. We and the end user customer agree to be bound by these conditions.

c) Tariff (Bundled Services)

Where you take any bundled service you agree to pay for all chargeable items which are excluded from or exceed the allowance of the bundle. Charges relating to Excess Data outside of a bundle or tariff will be charged up to £2.50 per MB.

d) Finance and Credit;

You hereby consent to and shall procure that your owners, directors, officers and assigns, consent to ONC carrying out searches with credit reference agencies prior or during the contract term, relating to the credit worthiness of your Company and/or your owners, directors, officers and assigns. That you undertake to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to your records and/or those records of your directors, officers and assigns details of the searches and these will be seen by other organisations that make searches. Depending on the results of these credit checking processes it may be deemed necessary to request a deposit on the account or a director's guarantee to ensure there is adequate security for any potential credit risk.

e) It is agreed that where ONC approaches a finance provider to arrange finance for the purchase of Equipment then ONC acts as an agent for the Customer and not for the finance provider.

3.2

Other Mobile Services

a) Once you are connected, we will provide you with access to our Services. The Services will include Premium Services, provided you ask for them and we approve, and may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from the Age Restricted Services to anyone under

18.

b) You will also be able to upload and send your own content using the Services. You grant us or our network provider, a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Services.

c) Change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content.

d) Also determine how Services are presented and delivered to the Handset or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time.

3.3

Limitation of Services; We will always try to make Services available to you. However, Services are only available within our coverage area (which comprises a video service area and a voice & picture area within the UK). Within this, there may be areas where you do not have access to all Services or where coverage is otherwise limited or unavailable.

3.4

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

a) When we or our network provider need to perform upgrading, maintenance or other work on the network or Services;

b) When you move outside our video service area whilst you are on a call (in this case calls may not be maintained);

c) When you are in areas not covered by our network. In these cases Services rely on other operators' networks where we have no control; and

d) because of other factors outside our control, such as the features or functionality of your Handset, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

3.5

What you will do in return Secure your PIN, Passwords and SIM

- a) ONC owns the SIM and it remains our property at all times, you must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms. There will be a charge for any replacement SIM, unless, it is defective through faulty design or workmanship.
- b) You must keep all PINs and passwords secure and confidential. You are also responsible for the security of your handset and must ensure that you keep it secure (refer to the handset manufacturer's user guide for details of how to keep your handset secure).
- c) You should immediately change your PIN or password if you become aware that someone is accessing Services on your account without your permission.

3.6

Responsible use of Services You may only use Services:

- a) As laid out in this agreement; and
- b) For your own personal use. This means you must not resell or commercially exploit any of the Services or content.
- c) You must not use Services, the SIM or phone number or allow anyone else to use Services, the SIM or phone number for illegal or improper uses. For example:
 - d) For fraudulent, criminal or other illegal activity;
 - e) In any way which breaches another person's rights, including copyright or other intellectual property rights;
 - f) To copy, store, modify, publish or distribute Services or content (including ringtones), except where we give you permission;
 - g) To download, send or upload content of an excessive size, quantity or frequency.
 - h) In any way which breaches any security or other safeguards or in any other way this harms or interferes with our network, the networks or systems of others or Services;
 - i) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload; and
 - j) To use or provide to others any directory or details about customers.
- k) You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Services and your account. You must only use handsets authorised by us for Connection to our network and also comply with all relevant legislation relating to their use.
- l) We may publish an acceptable use policy which provides more detail about the rules for use of certain Services in order to ensure that use of Services is not excessive, to combat fraud and where Services we may introduce require certain rules to ensure they can be enjoyed by our customers. If we publish a policy, we will let you know – such a policy may be amended from time to time.

3.7 Responsible use of Messaging and Storage Services While using the Messaging Services, you must not send or upload:

- a) Anything that is copyright protected, unless you have permission;
- b) Unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- c) Anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- d) We may put limits on the use of certain Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.
- e) While we have no obligation to monitor the Messaging Services or Storage Services, if you exceed our use limits set out in our fair use policy, or we are made aware of any issues with your use of these Services, we reserve the right to remove or refuse to send or store content on your behalf.

3.8 Responsible use of Age Restricted Services If you are under 18, you are not permitted to access our Age Restricted Services (if any). If you are 18 or over and you access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 uses your Handset.

3.9

Responsible use of Services outside the UK If you use Services from a country outside the UK, your use of the Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations.

3.10

Our Rights – Intellectual Property All rights, including copyright in Services and their content, belong to us, our network provider, or our licensed source, such as a content provider. We and they reserve all our and their rights.

3.11

Suspension of Services

- a) We may turn off your Messaging Services if they are inactive for an extended period of time - we will let you know before this happens. If we do turn off your Messaging Services we will have no obligation to maintain any of the content in your Messaging Services, or to forward any unopened or unsent messages to you, or anyone else.
- b) If we suspend any or all of your Services, you will still be able to make emergency calls (unless they have been suspended at the request of the emergency services).
- c) If your services are suspended, we may agree to re-connect you if you ask us to do so and there may be a re-connection charge for this.

3.12

Liability - Limits on our liability

All of our obligations to you relating to Services are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing. We and our network operator are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Services. We and our network operator are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement. Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

3.13

Services – Area where we have no responsibility;

We will try to ensure the accuracy, quality and timely delivery of Services. However:

- a) We and our network operator accept no responsibility for any use of, or reliance on, Services or their content, or for any disruptions to, or any failures or delays in, Services. This includes, without limitation, any alert Services or virus detection Services; and
- b) We and our network operator do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. They are provided to you on an 'as is' basis; and
- c) (We and our network operator are not providing you with advice of any kind (including without limitation investment or medical advice). Where Services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements. We and our network operator will not be liable:
- d) For any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or
- e) If we or they cannot carry out our duties, or provide Services, because of something beyond our control.
- f) Others' content and services – Areas where we have no responsibility.

You may be able to use Services:

- g) To upload, email or transmit content using Services; and
- h) To access content which is branded or provided by others, and to acquire goods and services from others; where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or services. We and our network operator are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.

3.14

Privacy Notice and Your Information

This will apply even after this agreement has ended.

- a) We may pass and share your organisation's information and user's personal information to our network provider, other communications service providers and network operators for the detection and prevention of theft and fraud, and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- b) If you use Services from a country outside the UK it may be necessary to transfer your information to that country. If that country is outside of the EEA, the treatment of your personal information may be subject to laws and regulations applying in that country and which may not protect your information to the same standards applying in the UK and the EEA.
- c) You must keep any passwords and PIN numbers relating to your account and the Services safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately and ask us to change them. This is your responsibility.

3.15

Other terms

- a) This agreement is governed by English law unless you live in Scotland in which case, it will be governed by Scottish Law. Each of us agrees to only bring legal actions about this agreement in a UK court.
- b) If you, or we or our network provider delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us or them, from taking action later.
- c) If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- d) We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement, provided that your rights under the agreement or any guarantees given by us to you are not affected. No other person (other than our assignee, if any) may benefit from this agreement.
- e) In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number for Services.
- f) You confirm that you have full contractual capacity to agree to the agreement.

3.16

Third Party Rights

- a) This agreement is entered into by us for the benefit of us and our network provider.
- b) For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that our network provider, Gamma Telecom Ltd will have the right to enforce any rights conferred on it under this agreement and to that extent Gamma Telecom Ltd will have the same rights against you as would be available if they were a party to this agreement.

3.17

GSM Gateways and VoIP You shall not connect any GSM Gateway to the network for illegal purposes including the unlawful provision of electronic communication services (as defined in the Communications Act 2003) to a third party or which is not compliant with any relevant laws. You shall not use the Services for the purposes of Voice-over-Internet-Protocol service or similar service, unless otherwise agreed in writing by us.

3.18

On Net calls (free minutes)

ONC offer 2,000 free of charge pence per minute calls for the following variants ONLY:

- i. ONC SIP to ONC Mobile
 - ii. ONC CPS (Landline) to ONC Mobile
 - iii. ONC Mobile to ONC SIP
 - iv. ONC Mobile to ONC CPS (Landline)
 - v. ONC Mobile to ONC Mobile
- a) There is a minimum 10p set up charge for each on net call
 - b) Standard pence-per-minute rates apply after on-net minutes are used
 - c) Pence-per-minute rates will apply at all times if you are a PAYU customer (Pay as you use)

4. ONC'S RIGHTS

4.1 ONC shall be entitled to alter any access or authorisation number or method of accessing the Services from time to time and may reprogram the Customer's equipment as a result. If ONC is prevented from an aggregate of 45 days or more from providing network services or otherwise carrying out its obligations as a result of any delay, refusal, restriction or default by the customer, then the customer shall be deemed to have cancelled the contract and the terms of clause 7.5 shall apply.

4.2 ONC may suspend, disconnect or terminate the Services to the Customer at its sole discretion including but not limited to the following:-

- a) In the interests of the quality of the Services or the ONC (Network One) Network;
- b) If any credit limit agreed between ONC and the Customer from time to time is exceeded;
- c) If any term of the Contract is breached (including, without limitation, in the event of a failure to make any payment or provide any deposit required to be made or provided under the Contract);
- d) In order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority; or

e) If fraud or attempted fraud is suspected by ONC (in its reasonable opinion) in connection with the use of the Services or the ONC (Network One) Network.

f) If in ONC's reasonable opinion it suspects the Customer is offering to resell the Services to any third party, ONC may collect and store data and information about the Customer and its use of the Services and provide this information to (i) Companies affiliated with ONC including without limitation any Associated Company and (ii) third parties.

4.3 ONC may review and change the conditions (including the charges) at any time throughout the duration of this agreement. ONC will publish the details of the updated conditions on the ONC website www.overline.com a minimum of two weeks prior to the changes coming into effect.

4.4 ONC reserves the right within its absolute discretion to reconnect and disconnected services, however, a reconnection charge of one hundred and twenty five pounds per line or channel (£125) will be debited/charged to the customer.

4.5 ONC is entering into this agreement principally due to the anticipated monthly customer network services and call charges that will be generated. If at any time whilst this agreement remains in force, the customer's total of network services and call charges falls beneath 75% of the anticipated monthly levels (other than circumstances beyond your reasonable control), the customer will be regarded as having committed a material breach in which case clause 5:13 a & b will apply.

4.6 ARPU Calculations & Claw backs

A minimum ARPU requirement of £25 per CLI per month is applicable on all connections for the minimum term of this agreement. The calculation is done across the eligible connections and includes *Line rentals + bolt-ons fees*. Each quarter a clawback process is initiated to determine if the requirements are met. The preceding three months revenue is measured across the eligible connections (Actual Revenue) and compared against the spend requirement of $3 \times 25 \times \text{# eligible connections}$ (Target revenue). For example if 50 connections were added in the quarter, this would be $3 \times 25 \times 50 = £3750$. A performance ratio is then calculated to determine how much of the spend requirement was achieved. For example if the actual 3 month revenue was measured as £2652, the performance ratio would be $£2652 / £3750 = \sim 70\%$. Where the customer fails to meet the Minimum Revenue Commitment, ONC will apply a charge equal to the difference between the actual spend achieved by the customer on that connection and the Minimum Revenue Commitment on a monthly basis.

4.7 Investment Subsidy

When you sign an agreement/contract with ONC, we make an investment in your account (which may be by way of discounting your equipment & giving you a technology fund) so that you don't have to pay for equipment up front. This fund may not be used to provide a cash bonus or be refunded directly to the customer for any reason other than the intended purchase of mobile hardware, which must be sourced directly from ONC. We call this investment "subsidy". In return for providing this investment, we expect you to stay with us for the entire minimum term of the agreement & spend the minimum amount of money with us, as described in clause 4.6 ARPU Calculations & Claw backs. If you want to end your agreement/contract before this time is up or before you have spent the minimum amount of money, we will take back a proportion of our investment that we have made in your account in line with amount by which you have not hit your minimum spend or the period of time by which you have left early. We call this the "subsidy recovery charge".

5. CHARGES AND PAYMENTS FOR THE SERVICES

5.1 All sums due to ONC under the Contract shall become due on the date of the relevant invoice and are payable within 5 days (including week-ends and bank holidays) of the date of the relevant invoice.

5.1a) All charges, outside of the contractual tariff / and or package which include but are not limited to, Data Bolt On's and Tariff inclusive minutes and services, which exceed the agreed limit or those specified, shall be charged at Overline's standard rates. All of these charges can be found on the website: www.overline.com

5.2 All customer charges must be paid monthly in advance via ONC's direct debit system in all cases. ONC reserves the right to charge an additional fee of £10 per month for non-direct debit customer payments. Payments can be made by credit or debit card, in such cases a processing fee of up to £5.00 for debit cards and up to 5% for credit card transactions will be applied in all cases.

5.3 In the event of any error or omission in an ONC invoice for any period, ONC may issue a corrective invoice at a later date, but no later than sixty months after the relevant invoice date.

5.3a ONC shall investigate with all good faith any allegation of manifest error in an account and shall inform you of the outcome of such investigation. Any refund or any charges wrongly debited to you shall be made only where ONC accepts manifest error and only be backdated by 3 months. This will be paid by way of credit to your next ONC Invoice.

5.4 If the Customer fails to make any payment within the 5 day period following the date of the relevant invoice, without prejudice to its other rights hereunder, ONC shall have the right to require the Customer to pay all sums due on demand. ONC reserves the right that if these overdue sums fail to be paid immediately the customer's services be restricted without further notification and this restriction not to be lifted until all overdue sums are settled in full, which will also include a de-restriction charge of ten pounds (£10) per line or channel and will be debited/charged to the customer.

5.4a ONC reserve the right to restrict all services with ONC, should any part of an invoice not be paid in full within 5 days of the invoice date. ONC will not accept part payment of an invoice to avoid restriction of any services.

5.5 Time of payment of all sums due to ONC under the Contract shall be of the essence.

5.6 Without prejudice to ONC's rights to treat the non-payment as a material breach of the Contract, ONC reserves the right to charge interest on outstanding amounts from the due date until payment is received in full at a 5% per annum above the Bank Of Scotland plc base lending rate as current from time to time whether before or after judgement. Interest shall continue to accrue and on a day today basis from and including the date for payment under Condition 5.1

5.7 ONC reserves the right to charge for administrative costs incurred by ONC in pursuing late payers.

5.8 ONC reserves the right to set a minimum call charge on any call type and to vary this at any time at their absolute discretion.

5.9 ONC reserves the right to apply a charge of £25 per number for administrative costs relating to the supply of porting authorisation codes.

5.10 All sums due to ONC under the Contract are subject to Value Added Tax ("VAT"), and any other applicable taxes, levies or charges which may from time to time be introduced.

5.11 The Customer shall be liable for all usage charges (data, calls & Messaging) arising from use of the ONC mobile network up until the following scenario:

a) ONC have been notified of any handset/SIM that has been Lost or Stolen, this restriction can take up to 24hours and the monthly rentals will continue to be billed as per the contract

b) ONC have received and confirmed a request to stop or cancel a SIM/Handset. In the event that ONC have provided a PAC code, the customer shall be charged ONC standard rates available to view on our website www.overline.com until the connections have ported to an alternative network. If this is prior to the minimum contractual term, early termination fees will apply. (Please see section 7)

5.12 Details of the Contract and the conduct of the Network One Account will be registered with a licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions or, fraud prevention or the tracing of debtors. 5.13a:

In the event of the contract being terminated by either ONC, the customer or by the customer obtaining any services from a third party which are competitive with or substantially similar to the Services during the minimum term or cancelling all or any part or their services prior to the end of the minimum term of the agreement, the Customer accepts that ONC shall be entitled to invoice the Customer in advance and as a lump sum for each month of the remainder of the Minimum Term, an amount equal to either:

a) The average of the monthly amounts invoiced by ONC to the Customer prior to the breach by the Customer; or

b) The actual amount payable by the Customer for the Services during such month (whichever is the higher) This relates to all network line rentals, call charges & services supplied to the customer.

5.13b: In the event of the Customer terminating the contract prior to the services going live ONC will invoice an amount equal to 30 percent of the total rental over the contractual term.

5.14 In conjunction with clause 5.2, if any payment is not made on the due date the client will be responsible for all reasonable cost incurred in the recovery of any outstanding balance (including the employment of a debt collection agency and all potential legal costs). Debt collection charges will be levied against the value of the outstanding debt at the prevailing rates: between £100.00 and £2,000.00 a charge will be levied of 18%, between £2001 & £5,000.00 will be charged at 10%, between £5,001.00 & £15,000.00 will be charged at 8%, any balance above £15,001 will be charged at 6%. Any debt for collection outside of the United Kingdom (England, Scotland, Wales, and Northern Ireland) will be subject to a further additional charge imposed by the International agencies contracted to act on the behalf of the debt collection agency.

5.15 ONC reserves the right to apply a charge of up to £10 for itemisation of the customer's monthly network invoice in paper format.

6. ONC ACCESS EQUIPMENT

6.1 It is deemed that title to any equipment shall remain with ONC until full payment has been received, for the contract monthly rentals, up until the end of the minimum term. Whilst the ONC mobile equipment is on the Customer's premises, the Customer shall ensure that it is kept safe and secure and is not interfered with by any person.

6.2 Should the customer terminate the contract prior to the end of the minimum term, all equipment will be invoiced for the full value at time of purchase, and payment will be due by return

7. TERMINATION

7.1 The Contract may be terminated by either ONC to the Customer at any time by 90 days written notice in writing to the other

(including week-ends and bank holidays) PROVIDED THAT such notice does not expire prior to the expiration of the Minimum Term.

7.1a) The contract may be terminated by ONC in the event the customer fails to make payment as stated in section 5. In the event the contract is terminated by ONC for any reason, clause 5.19 will apply.

7.2 Should the contract terminate prior to the mobile services going live or prior to the end of the minimum term, Clause 5.13 will apply; the Customer accepts that ONC shall be entitled to invoice the Customer in advance and as a lump sum for each month of the remainder of the Minimum Term an amount equal to either:

- a) The average of the monthly amounts invoiced by ONC to the Customer prior to the breach by the Customer; or
- b) The actual amount payable by the Customer for the Services during such month (whichever is the higher) This relates to all line rentals, call charges & services supplied to the customer.

7.3 If neither ONC nor the Customer provide notice to terminate in accordance with Condition 7.1 the Client and ONC agree that the Contract shall automatically be renewed for a further Minimum Term of twelve months and will continue to renew in this manner for further minimum periods of twelve months until the contract is cancelled in accordance with condition 7.1.

7.4. In the event of the customer moving to a new telecommunications supplier after the initial minimum term contract, if the transfer dates exceed the 90 days' notice period in accordance with condition 7.1 the contract shall automatically be renewed for a further minimum term of 12 months

7.5 ONC (without prejudice to its other rights) may terminate the Contract forthwith in the event that;

- a) The Customer fails to make any payment when it becomes due to ONC or shall default in due performance or observance of any obligation under the Contract or any other contract with ONC or an Associated Company and (in the case of remedial breach) fails to remedy the breach within a reasonable time specified by ONC in its written notice so to do; or
- b) an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

7.6 The terms of this Contract shall continue to bind the parties here to such extent and for so long as may be necessary to give effect to the rights and obligations embodied in it including without limitation Conditions 2.2, & 2.3.

7.7 If the Contract is terminated by either party hereto, the Customer shall;

- a) Pay to ONC all arrears of charges together with any interest payable under the Contract up to the date of termination;
- b) Return to ONC all equipment owned or provided by ONC and/or allow ONC access forthwith to the Customer's premises for the removal of any ONC Access Equipment;
- i) Undertake and comply with the provisions of Condition 2.3; and
- ii) Cease being provided the Services and have no right to use the same.

8. CONFIDENTIALITY

8.1 The Customer and any User, shall at all times, keep confidential the terms of this Contract and all matters relating to the Services, and shall not disclose the same to any third party without the prior written consent of ONC.

8.2 The confidentiality obligations set out in Condition 8.1 shall survive the termination of the Contract.

9. LIMITATION OF LIABILITY

9.1 The following provisions set out ONC's entire liability (including any liability for the acts and omissions of its directors, officers, employees, agents or sub-contractors) to the Customer in respect of:

- (a) Any breach of its contractual obligations arising under this Contract; and
- (b) Any representation statement or tortuous act or omission including negligence arising under or in connection with this Contract.

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CONDITION 9.

9.2 Any act or omission on the part of ONC or their directors, officers, employee's agents or sub-contractors falling within Condition 9.1 shall for the purposes of this Condition 8 be known as an "Event of Default".

9.2.a There is no compensation scheme and any other costs incurred will not be considered in any request should ONC/BT Openreach or our mobile operator fail to meet any SLA.

9.2.b In the event of ONC/BT Openreach not meeting the SLA's set against the Customers telephone line care level in relation to a provision of a telephone line or fault, ONC & or BT Openreach may provide a credit limited to a % of the customers line rental (The faulty one) and dependant on how many days the line is down for. Exclusions to this are MBORCS (Matters beyond ONC/BT Openreach's reasonable control) & also are dependent on the level of care that the customer has on their telephone line.

9.3 ONC's liability to the Customer for the tort of deceit and for death or injury resulting from their own or that of their directors, officers', employees', agents' or subcontractors' negligence shall not be limited.

9.4 Subject to the provisions of condition 9.3, ONC's entire liability in respect of any event of default shall be limited to damages not exceeding the sums paid by the customer to ONC for the services pursuant to this agreement in the preceding twelve month period in the case of a single event of default and twice the sums paid by the customer to ONC for the services pursuant to this agreement in the preceding twelve month period in the case of all events of default or series of connected events of default occurring in any twelve month period.

9.5 Subject to condition 9.3, ONC shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill, contracts, opportunity or any other type of special, indirect or consequential loss whatsoever or howsoever even if such loss was reasonably foreseeable or ONC had been advised of the possibility of the Customer incurring the same.

9.6 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Contract.

9.7 Except in the case of an Event of Default arising under Condition 9.3, ONC shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon ONC within six months of the date the Customer became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

9.8 ONC shall not be responsible for complying with statutory regulations, or by local by-laws, or the fulfilment of any special regulations affecting the Customer.

9.9 Save as set out in Condition 9.3, ONC shall have no liability under this Contract of the acts and omissions of other public telecommunication operators or the breakdown total or partial of the ONC (Network One) Network or any other network.

9.10 The extent that all or any part of the Services are faulty, unavailable or interrupted the Customers sole and exclusive remedy shall be to be compensation in accordance with compensation schemes that may be introduced from time to time by ONC. ONC do not have compensation schemes in place however, we will look into individual cases based upon their own merits.

9.11 ONC shall not be liable for faults in the Customer's telecommunications equipment which result in ONC being unable to provide the Services.

9.12 Dates and terms for provisions of the Services shall be estimates only and no liability shall accrue to ONC for failure to meet any such dates or times. ONC will not be held responsible for any loss due to programming errors or omissions made by any Authorised Person.

9.13 In the event of any failure in the Services, ONC shall not be liable to the Customer for any charges incurred by the Customer should it direct its telecommunication traffic to another carrier.

9.14 ONC reserves the right not to provide the Services due to any technical limitation in the Customer's telephone system, telephone change or ONC Access Equipment.

9.15 The obligations set out in this Condition 9 as to limitations of liability shall remain in full force and effect notwithstanding the expiration or any termination of this Contract for any reason whatsoever.

10. DEPOSIT

10.1 ONC may at any time before or after the provision of the Services require payment by the Customer in a manner specified by ONC of a sum to be held by way of a deposit as and against any charges arising from use of the Services by the Customer and ONC shall be entitled to offset such deposit against any sums due under this Contract from time to time including interest due or owing to ONC pursuant to Condition 5.6.

10.2 Any deposit held by ONC will not accrue interest whatsoever although any deposit (or part thereof) which is held by ONC for over one year and which is subsequently repaid to the Customer may, at ONC's discretion, attract interest at an amount determined by ONC.

11. ASSIGNMENT

The Customer shall not assign, transfer, sub-contract, delegate all or any of its rights and obligations hereunder to an associated company or other person.

12. FORCE MAJEURE

Neither ONC or the Customer shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or short age of power supply, flood, drought, lightning or fire, strike, lock-out,

trade dispute or labour disturbance, the act or omission of Government, highway authorities, public telecommunication operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Services or any part thereof.

13. NO WAIVER

Failure by either ONC or the Customer to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

14. ENTIRE CONTRACT

The Contract represents the entire understanding between the parties in relation to the subject matter of the Contract and supersedes all other agreements and representations made by either party whether oral or written.

15. SERVICE OF NOTICE

15.1 Any notice or invoice or other document which may be given under this Contract shall be in writing and shall be deemed to have been duly given if left or sent by post (whether by letter, or, where the parties agree, by magnetic tape or any other form), telex or facsimile transmission (subject to the sender's machine producing confirmation that all pages have been sent) or, where the parties expressly agree, by electronic mail to the registered office of the party to be served or any other address notified by the party to be served to the other party in writing as an address to which notices, invoices and other documents may be sent.

15.2 Any notice sent by first class post shall be deemed to have been received two business days after posting.

Any notice sent by telex, fax or electronic mail shall be deemed to have been received on the day of its receipt by the addressee.

16. GENERAL

16.1 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted, with or without amendment.

16.2 Unless there is something inconsistent in the subject or context, words denoting the singular number only include the plural and vice versa; words denoting one gender only include the other genders.

16.3 Unless the context otherwise requires, a reference to a Condition is to a condition or the Contract.

16.4 The headings in the Contract are inserted for convenience only and do not affect its interpretation.

16.5 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been entered into with the invalid provision eliminated.

16.6 A person who is not a party to this Contract has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any provisions of this Contract.

17. GOVERNING LAW

The Contract shall be governed, construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts as regards any claim, matter or dispute arising out of or relating to the Contract or any document entered into pursuant to the Contract.