1. Agreement structure
1.1 Each Order Form between Customer and Ebbe Fone Galleria Ltd ("EBBE") will incorporate these General Terms and any applicable Service Specific terms (together, the 'Agreement'). Unless specifically stated otherwise in an Order Form, the Service Period shall be 24 months (the "Minimum Period") and the relevant term per connection for each connection shall be 24 months.
1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) Any agreed amendment/Amendment Notice (2) Order Form; (3) Service specific terms (4) General Terms.

2. Services and Coverage
2.1 EBBE shall use reasonable endeavours to provide Customer with the Services and to ensure the security of Customer's communications at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.
2.2 EBBE/Network Carrier may suspend the Services: (i) in order to carry out maintenance or testing of the Network; (ii) during any technical failure of the Network, (iii) when it is necessary to safeguard the security and integrity of the Network or to reduce the incidence of fraud; (iv) where it identifies Artificially Inflated Traffic; or (iv) due to Emergency Planning Measures. EBBE/Network Carrier shall endeavour to keep all such suspensions to a minimum and shall give Customer notice of such suspension where reasonably practicable.
2.3 EBBE shall use reasonable endeavours to give Customer access to Overseas Networks; however, EBBE/Network Carrier shall not be responsible for the performance of Overseas Networks or any part of the Network not controlled by EBBE/Network Carrier. Overseas Networks may be limited in quality and coverage and access and service availability depends on the arrangements between the Network and Overseas operators.

3. Customer's use of Equipment and Services
3.1 Customer may supply the Equipment and Services to End Users, but not to any other party. Customer is responsible for ensuring the compliance of End Users with the terms of this Agreement, all applicable laws and Codes of Practice.
3.2 Customer shall only use Equipment authorised for use on the Network.
3.3 Customer shall not:
(a) use any Equipment or Services for any purpose that EBBE (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent; or
(b) do anything that causes the Network to be impaired or damaged; or
(c) modify Equipment and/or Services (including any Software or integral safety features) that EBBE has supplied to Customer or End Users, except in accordance with the manufacturer's written specifications, as required by law or with our prior written permission.
3.4 Where a specific End User causes Customer to be in breach of its obligations of clause 3.3, EBBE shall be entitled to suspend such End User's use of the Services. Before exercising this right, EBBE shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy); otherwise EBBE shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although re-instatement of the Service may be subject to the payment of a reconnection Charge by Customer.
3.5 During any period of suspension, Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.
3.6 Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. EBBE accepts no responsibility for these services, including where in accessing the service, Customer gives unauthorised parties access to its equipment.

4. GSM Gateways
Customer shall not connect or continue connection by or on behalf of itself or any End User of any GSM Gateway(s) to the Network without EBBE' prior written consent, which may be withheld at EBBE's absolute discretion. Customer shall cooperate with EBBE at all times to ensure that such GSM Gateways that are connected to the Network remain compliant with the applicable law and with EBBE' GSM Gateway Commercial Policy.

5. Charges and Payment
5.1 EBBE states all Charges exclusive of VAT, unless specified otherwise. All Charges not specified in an Order Form shall be at Standard List Price. Charges shall include the cost of delivery to the UK mainland of any Equipment we supply to you, but shall not include any special equipment or work such as cutting away, decoration, ducting, ground work, building work or other similar work.
5.2 Charges shall be charged in accordance with your price plan and the price plan charges guide which is available on EBBE's website.
5.3 Access Fees shall be invoiced by EBBE monthly in advance and all other Charges shall be invoiced monthly in arrears. Invoices shall be paid by Customer in cleared funds no later than 14 calendar days from the date of the invoice ("Due Date"), by direct debit. If customer does not pay by direct debit, an administration charge may be charged, If Customer subsequently cancels its direct debit instruction without arranging an alternative direct debit mandate, EBBE shall be entitled to terminate this Agreement for material breach.
5.4 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify EBBE of such dispute within 14 days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due. All Charges not in dispute shall be paid by the Due Date.
5.5 Where EBBE has not received payment for undisputed Charges by the Due Date, EBBE shall:
(i) contact Customer's Accounts Payable Department to request payment; (ii) be entitled to charge interest on the overdue Charges at the highest rates permitted by applicable law; and (iii) be entitled to charge any administration fees or other similar charges levied by a bank in respect of any unpaid items returned by the bank. Where EBBE has not received payment within 16 calendar days of the Due Date, EBBE may take all or any of the following actions until such time as payment, including any interest due, has been received.
(a) withhold any sums owing to Customer by EBBE and offset it against any sums Customer owes to EBBE under this Agreement.
(b) suspend Customer's and/or End User's use of the Services in relation to which Charges are outstanding;
(c) withdraw any discount in relation to the relevant Equipment or Service and charge Customer EBBE' Standard List Prices for that Equipment or Service; and
(d) subject to EBBE having first invoked at least one of the remedies as set out in Clauses 5.5
(a) to (c), EBBE shall be entitled to terminate this Agreement in whole or in part in accordance with Clause 11.3.
5.6 Customer shall not be entitled to offset any sums owed to it by EBBE under any Agreement or dispute between the Parties against any sums that Customer owes to EBBE under this Agreement.
5.7 EBBE may credit assess Customer from time to time as reasonably required to assess EBBE' risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's EBBE account (details of which are available on request). EBBE may release this information to the Partner responsible for managing your account.
5.8 Customer is not entitled to change its tariff to another tariff with a lower monthly fixed charge during the Minimum Period.
5.9 If Customer does upgrade or change its tariff before the end of the initial Minimum Period (the "Initial Period"), Customer acknowledges and agrees that it must extend the Agreement by a further Minimum Period (the "Extension Period"). If the Initial Period has not expired at the date of upgrade or tariff change, the relevant Extension Period to the Initial Period shall be extended by the number of months by which the Initial Period had not been achieved. For example, if at month 21 of a 24 month Initial Period Customer wishes to extend by a further 12 month period, the Extension Period will be increased by 3 months to 15 months.

6. SIM Cards and Numbers
6.1 SIM Cards shall remain the property of EBBE at all times and Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.
6.2 Customer shall use all reasonable endeavours to ensure that SIM Cards are only used with Customer's authorisation and shall inform EBBE as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Subject to Clause
9.1 Customer shall be liable for any loss or damage suffered by Customer or its End Users as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that Customer has notified EBBE that such SIM Card is being used without Customer's authorisation.
6.3 EBBE shall allocate telephone numbers to Customer which Customer shall only use to access the Services. EBBE may reallocate or change such telephone numbers as a result of changes in applicable law or instructions from the Regulatory Authorities, but will exercise all reasonable endeavours to minimise any disruption to Customer or End User. EBBE may withdraw telephone numbers that have been allocated to Customer as a result of Customer's failure to comply with this Agreement.
6.4 If Customer decides to Port a mobile telephone number allocated to Customer by EBBE, EBBE shall transfer Customer's mobile telephone numbers to Customer's nominated mobile network operator for Customer's use in accordance with OFCOM regulations.

7. Software License
7.1 Equipment and Services provided under this Agreement may contain or use Software. This Software is generally not owned by EBBE. Any Software that is used by Equipment or Services shall be governed by the terms of the relevant Software license set out in such Services Schedule or any shrink wrap or click through Software license provided with the relevant Equipment or Service. In all other cases, where Software is provided EBBE grants the Customer and/or its End Users, as applicable, a non-exclusive, royalty free license to use any such Software for the Term of this Agreement.
7.2 Customer or End User's license shall be a single user license. Customer may make one copy of the Software for back up purposes. If Customer does not accept the terms of the relevant click through or shrink wrap Software license, Customer shall be prohibited from using the relevant feature of the Service to which the Software relates and EBBE shall not be bound to deliver the relevant Service. Customer shall be responsible for any Software upgrades (including charges) specified by the licensor or EBBE.

8. Orders and Equipment
8.1 Customer shall order Services and Equipment by submitting an order form through EBBE' online ordering system or by email or as notified to Customer by EBBE from time to time. Customer shall accurately complete all fields set out in the order form.
8.2 Orders are binding on both Parties from the date of acceptance by EBBE. If acceptance is not express, it shall be deemed to have occurred on dispatch of Equipment or activation of Service by EBBE.

9. Equipment
9.1 If Customer orders Equipment directly from EBBE, which EBBE supplies directly to Customer the provisions of this clause shall apply in relation to that Equipment. EBBE shall bear the risk of loss or damage to Equipment and SIM Cards until the point of delivery to Customer. Subject to clause 9.2, Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time of delivery to Customer.
9.2 Customer shall notify EBBE in writing within 5 Business Days of receipt if Equipment or SIM Cards arrive having been damaged, or if the order has been incorrectly fulfilled. Customer shall notify EBBE in writing within 10 Business Days of confirmation of EBBE' order acceptance if Customer does not receive the Equipment or SIM Card. Following such notification by Customer, EBBE shall replace damaged new Equipment or SIM Cards, Equipment lost or stolen in transit, and any incorrect Equipment or SIM Card, free of charge. In the case of damaged used Equipment EBBE shall (at its option) replace or repair the Equipment.
9.3 Subject to clause 6.1, title to Equipment shall pass to Customer as soon as EBBE has received payment for it in full. Where Equipment is provided free of charge and is paid for over the duration of the Initial Period, title shall pass at the end of the Initial Period.
9.4 Where Equipment supplied to Customer by EBBE becomes faulty for reasons other than through Customer's acts, omissions or misuse within the manufacturer's warranty period, Customer shall return such Equipment to EBBE at EBBE's cost and EBBE shall repair or replace the Equipment in accordance with EBBE's Recovery Policy, or where mandated by the manufacturer of the device, in accordance with the relevant manufacturer's repair, replacement or recovery policy. Any out of warranty repairs shall be at EBBE's Standard List Price.
9.5 EBBE does not manufacture Equipment and save for Clause 9.4 above excludes, to the fullest extent permissible at law, all warranties, terms or conditions in relation to Equipment, whether implied by law or otherwise. EBBE shall pass on the benefit of any warranties that EBBE obtains from the manufacturer of any Equipment supplied to Customer by EBBE. However, on expiry of this Agreement, any commitment EBBE has to liaise with the manufacturer in respect of any warranty shall cease.
9.6 Customer shall not remove or obscure any logo or writing on Equipment that EBBE has supplied to Customer and which Customer does not own. Customer shall replace all batteries and other consumable parts of the Equipment.
9.7 Customer shall not, and shall ensure that End Users do not tamper with or attempt to repair or service the Equipment or allow any party other than EBBE to do so. Any attempt to do this may invalidate the manufacturer's warranty
9.8 Customer shall keep all Equipment that EBBE has supplied to Customer and which Customer does not own, in Customer's possession (which shall be deemed to include the possession of Customer's End Users), and shall not sell it, place a charge on it or otherwise dispose of it.
9.9 EBBE's supply of Equipment and accessories shall be subject to availability.
9.10 If EBBE provides Customer or an End User with security codes as part of the Services, Customer agrees, and agrees to ensure, that its End Users shall keep the security codes confidential. Customer must inform EBBE immediately if it suspects that security codes have been disclosed to a third party so we can issue new security codes.
9.11 EBBE is not obliged to agree to any upgrades to the Equipment it supplies to the Customer (either directly or via a Partner) during or after the Minimum Period but if it does, EBBE shall be entitled to extend the Minimum Period.

10. Call Limit, Deposit and part payment
10.1 EBBE may set a limit on the amount of Charges Customer may incur during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. EBBE may agree to increase or remove the call limit, after making credit checks. Customer may be able to go over your call limit, but if this happens you shall be required to pay all Charges immediately. EBBE reserves the right to refuse to provide Equipment and/or Services to you if in EBBE's opinion it may cause you to exceed your call limit or if the call limit is already exceeded.
10.2 EBBE may ask you for a deposit:
10.2.1 When we connect your SIM card;
10.2.2 If you wish to increase or remove your call limit;
10.2.3 if you increase how much you use the Services; or
10.2.4 to unblock your SIM card from contacting international numbers, using overseas networks, or making premium rate calls.
10.3 When this Agreement expires or is terminated for whatever reason, EBBE will repay any deposit that you have provided to us, less any money you owe us. EBBE will not pay any interest on any deposit we receive from you.
10.4 If there is a significant increase in your usage between bills, we may contact you and require you to pay all or part of your outstanding usage Charges in order to continue to use the Services.

11. Termination
11.1 Customer shall have the right to terminate this Agreement in whole or in part by giving EBBE 1 month's written notice of termination, subject to the payment of any early termination charges as set out in Clause 12.7.
11.2 The Parties shall each have the right to terminate this Agreement with immediate

effect (by serving written notice of termination to the other Party):
11.2.1 if the other Party becomes subject to an Insolvency Event; or
11.2.2 if the other Party is in material breach of any of its obligations under this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is received from the non-infringing Party).
11.3 Subject to Clause 5.5(d), EBBE may terminate this Agreement in whole or in part with immediate effect, by giving notice in writing:
11.3.1 where Customer has failed to pay any Charges due within 30 calendar days of the Due Date and has gone through the EBBE collection cycle; or
11.3.2 where EBBE has repeatedly invoked its rights of suspension pursuant to Clause 3.3 or Clause 5.5(b), or has invoked its right of suspension under clause 2.2 (iv) for a period of not less than 14 days.
11.4 The Parties shall acknowledge, as soon as reasonably possible, the receipt of any notice of termination of this Agreement (in whole or in part) received in writing from the other Party.

12. Consequences of termination

12.1 On termination of this Agreement as a whole, or partial termination (for example of a specific Order), Customer shall immediately cease use of the Software (except Software which is embedded in Equipment to which Customer has title).
12.2 Customer shall (if requested by EBBE, delete or destroy all copies of the user documentation which EBBE has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Software (except Software which is embedded in Equipment to which Customer has title) within 7 calendar days of termination of this Agreement or of termination of the relevant Service, and provide EBBE with written confirmation that all such copies have been returned, deleted or destroyed.
12.3 Where this Agreement is terminated as a whole, EBBE's entire relationship with Customer shall terminate and EBBE shall no longer supply, and Customer shall immediately cease to use any Services that were supplied pursuant to this Agreement.
12.4 On expiry of a Service Period, the Service shall continue until terminated by either Party on 30 days' notice, in accordance with the Order Form and this Agreement.
12.5 On termination of the Order Form, the Customer's Services supplied pursuant to the relevant Order Form shall cease immediately and the Customer will immediately pay to EBBE all sums due or payable under the relevant Order Form in relation to the terminated or expired Services, including any early termination payment calculated in accordance with clause 12.7 below.
12.6 Where this Agreement or any Service has been terminated in accordance with Clause 10 or as otherwise permitted in this Agreement prior to expiry of a Service Period, Customer shall pay to EBBE a lump sum termination payment calculated in accordance with the provisions of 12.7. For the avoidance of doubt, where this Agreement is terminated as a whole, each Connection placed under this Agreement shall also terminate.
12.7 Where Customer terminates any Connection prior to the expiry of that Connection's term per connection (whether on termination of the Services as a whole, or otherwise, Customer shall pay to EBBE a lump sum termination payment calculated as:
(a) Access Fee RRP X number of months remaining of each term per connection that has been terminated. Any customer that has an agreed discount on their tariff and wishes to terminate before their contract term has expired will be charged the remaining rental at RRP.
12.8 If Customer disconnects a material part of its Connections, or systematically disconnects Connections on a recurring basis during the term of this Agreement, EBBE shall have the right to terminate the relevant Service and charge Customer a termination payment calculated in accordance with the formula set out in clause 12.7.
12.9 Where this Agreement is terminated due to Customer porting to another network or where Customer migrates the mobile phone number(s) to another service provider, EBBE may charge a reasonable administration fee in respect of each number that is ported or migrated in addition to any termination fees payable in accordance with clause 12.7.

13. Intellectual Property

13.1 The Intellectual Property Rights that exist in Services, Software and Equipment are owned by EBBE and EBBE's licensors. By supplying Customer with Services, Software and Equipment, EBBE is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.
13.2 Where EBBE creates Intellectual Property Rights during or as a result of the supply by EBBE of Services, Software and Equipment to Customer, EBBE shall own all such Intellectual Property Rights.
13.3 Customer must not do anything to jeopardise EBBE or its licensor's Intellectual Property Rights.

14. Changing the terms of this Agreement

14.1 EBBE shall be entitled to change the terms of this Agreement by issuing an Amendment Notice, without Customer's consent, to the extent that such changes are required by or are necessary (in EBBE's opinion acting reasonably) to comply with applicable law. Where practicable, EBBE shall provide Customer with advance notice of such changes. If advance notice cannot be provided, EBBE shall advise Customer of the change as soon as practicable after it has been made. EBBE shall not be liable to Customer for any claims by Customer as a consequence of such changes.
14.2 EBBE may change the terms of this Agreement without Customer's consent where to the extent that such changes are required due to alterations to the Network; the manner in which EBBE operates; the way in which EBBE provides Services (including where, in EBBE's reasonable opinion, it is no longer commercially viable to provide a particular Service), provided that such changes affect at least 90% of EBBE's relevant customer base. In these circumstances, EBBE shall advise Customer of the change via an Amendment Notice, at least 30 days in advance of the change taking effect. If Customer is materially disadvantaged and objects to such change, EBBE shall not be liable to Customer for any claims by Customer as a consequence of such changes.
14.3 EBBE may increase its mobile tariffs in line with the rate published by the Network in April each year due to an increase in the UK Retail Price Index.
14.4 Save as set out in Clauses 14.1 and 14.2, changes to this Agreement must be made by written agreement of the Parties.

15. Confidentiality and Data Protection

15.1 Customer and EBBE shall comply with all requirements of Applicable Privacy Law in the performance of this Agreement.
15.2 Customer and EBBE will keep in confidence any information of the other; whether written or oral, of a confidential nature obtained under or in connection with the Agreement except to the extent any disclosure is required by law. Customer and EBBE will not, without the consent of the other, disclose such information to any person other than:
15.2.1 their employees, contractors or professional advisers who shall require the information in order for the Customer or EBBE to fulfil its obligations under the Agreement; or
15.2.2 in the case of the Customer, its users to the extent that they are required to use or access the Service.
15.3 Information shall not be treated as confidential if it is:
15.3.1 lawfully in the public domain; or
15.3.2 lawfully in the possession of the Customer or EBBE before disclosure from the other has taken place; or
15.3.3 (a) obtained from a third person who is entitled to disclose it; or (d) replicated independently by someone without access or knowledge of the information.
15.4 The Customer acknowledges and agrees that EBBE may process user Personal Data as Data Controller (as defined within the Applicable Privacy Law) and/or confidential information obtained from the Customer during or following the completion of the Order Form or as a result of the Customer's use of the Equipment or Services and/or arising from or out of the provision of the Equipment or Services, for the following purposes:
15.4.1 administering the Customer's account (including, without limitation, arranging finance with lessors of the Equipment, liaising with any Carriers who are relevant to the provision of the Mobile Network Services, and sharing the data with members of the company's group);
15.4.2 notifying the Customer of changes to the Service, including (without limitation and unless stated otherwise on the Order Form) contacting the Customer regarding potential and/or actual enhancements to or offers in relation to the Service;
15.4.3 enabling EBBE to supply the Service and Equipment to the Customer; and
15.4.4 for invoicing purposes.
15.5 EBBE will not pass Personal Data obtained from the Customer to any third parties for marketing purposes but may send the Customer information about EBBE's (or any member of its Group) own products and services which it considers may be of interest to the Customer, unless the Customer specifically requests in writing that EBBE does not do so on the Order Form.
15.6 If the Customer wishes to have details of the credit reference or the fraud prevention agencies EBBE uses to obtain information about the Customer, or receive a copy of the information EBBE holds about them, it may do so by submitting a request in writing for a copy of the information to the Data Protection Officer at Ebbe Fone Galleria 1-2 Kingsway Buildings, Kingsway, Manchester, M19 1PH stating the Customer's full name, address, account number and phone number. EBBE may charge a reasonable administration fee for providing such information.
15.7 EBBE warrants, undertakes and agrees that it will grant or procure from its employees and other personnel such consents to the use of Personal Data (referred to above) as may be necessary to enable EBBE to use such data for the purposes described in this condition 15.

16. Liability

16.1 Nothing in this Agreement shall operate to restrict either Party's liability to the other from: death or personal injury resulting from negligent acts or omissions; claims for non- payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breaches of any Software license; breach of any obligation of confidence; and any infringement of EBBE' Intellectual Property Rights.
16.2 Except for Clause 16.1 above and to the extent not prohibited by law:
16.2.1 each Party's maximum aggregate liability for all claims relating to Equipment or a Service provided pursuant to this Agreement, whether for breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, will be limited to 100% of the value of the Charges paid or payable under the relevant Order Form during the previous 12 month period under which the Equipment or Service that is the subject matter of the claim is supplied; and
16.2.2 neither Party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement; nor any direct or indirect loss of business, revenue, profits, goodwill, use, data, compensation, ex gratia payment or other economic advantage, however they arise, whether in breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages or whether such liability could be assumed to be the responsibility of EBBE, EBBE shall not be liable to Customer if it is unable to provide any of the Services contemplated by this Agreement due to circumstance outside its reasonable control.
16.3 Except for the payment obligations of the Customer, neither Party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a cause relied on by a Party hereunder ceases to exist, the Party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. If Force Majeure persists for a period of more than 60 days, the other Party will be entitled to terminate this Agreement on written notice.
16.4 The warranties specified in this Agreement and/or any Service Specific Terms are the only warranties provided with respect to Services provided to Customer by EBBE. To the extent permissible at law, all other warranties (whether express or implied and including any implied warranties of fitness for a particular purpose or merchantability) are excluded provided that where legislation implies warranties or conditions or imposes obligations (statutory provisions) which cannot be excluded, restricted or modified except to a limited extent, this Agreement must be read subject to those implied statutory provisions.

17. Transferring this Agreement to others

17.1 EBBE shall be entitled to transfer in whole or in part any of its rights and obligations to any company within EBBE's Group at any time. EBBE may use subcontractors to perform any of its obligations under this Agreement but remains responsible for their performance. EBBE may transfer in whole or in part any of its rights and obligations under this Agreement to any other third party provided that it has obtained the prior written consent of the Customer which shall not be unreasonably withheld or delayed.
17.2 Customer may transfer in whole or in part any of its rights and obligations under this Agreement to any other person or company, provided that it has obtained 'EBBE's prior written consent to such transfer and has satisfied any reasonable conditions imposed by EBBE (including credit vetting of the entity to whom customer intends to transfer its rights and obligations under this agreement).
17.3 Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

18. General Provisions

18.1 All notices served by Customer under this Agreement shall be in writing and sent to the Head of Legal at Ebbe Fone Galleria Ltd, 1-2 Kingsway Buildings, Kingsway, Burnage, Manchester, M19 1PH, or any other address EBBE directs Customer to use from time to time. EBBE shall send all notices to Customer at Customer's registered office. Notices will be deemed given: where they are hand delivered, when a duly authorised employee or representative of the recipient gives written acknowledgement of receipt; for e-mail communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch; and for fax on receipted transmission of the fax.
18.2 Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do.
18.3 Termination of this Agreement or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the Agreement and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
18.4 This Agreement is governed by English Law and is subject to the non-exclusive jurisdiction of the English Courts.
18.5 Only provisions set out in this Agreement shall apply to EBBE's supply of Services to Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly set out within this Agreement. However, this shall not be taken to exclude either Party's liability for fraud.
18.6 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages for breach of this Agreement, unless such misrepresentation or untrue statement was made fraudulently, or a provision of the Agreement was induced by fraud, in which case all remedies under English Law shall be available.
18.7 All headings in this Agreement are there for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.
18.8 Any changes made to Customer's systems or processes that may affect the Services (including any change to computer server software) are at Customer's sole risk. EBBE shall not be liable to continue to support the Services to the extent that they are affected by such change.
18.9 Every provision in this Agreement is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the English Courts,that provision or the relevant part of it shall be treated as having been deleted from this Agreement, without affecting the remainder of that provision or the other provisions of this Agreement, which shall still have full effect.
18.10 Where EBBE supplies Equipment and Services to Customer that is not expressly covered by the Order Form, such supply shall be deemed to be governed by the terms and conditions of this Agreement.
18.11 If there is a dispute under this Agreement, and Partner has been unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to EBBE customer services. If EBBE customer services is unable to resolve the issue, this issue will be escalated through EBBE's customer complaints procedure. If you are a Customer who employs fewer than 10 employees and our customer services team is unable to resolve

your complaint, you may ask that the matter be referred to an independent ombudsman in accordance with our customer complaints code of practise which is available on EBBE's website or by contacting EBBE. The Parties shall use the escalation process to its full before taking legal action against the other Party.

18.12 All information that the Parties provide to each other in relation to this Agreement must be accurate and complete and Customer shall promptly inform EBBE in writing of all changes to information Customer has provided to EBBE, in particular, if Customer intends to stop, stops or has stopped trading, if Customer intends to sell its business, if Customer changes name or if the legal status of Customer's business changes.

Definitions

Access Fee - The monthly or other periodic fee payable by Customer for use of the Services.

Amendment Notice - A document setting out a change to this Agreement that is issued to Customer by EBBE that does not require the signature of either Party.

Applicable Privacy Law - The relevant data protection and privacy law, regulations (including GDPR) and other regulatory requirements to which EBBE is subject, and any guidance or statutory codes of practice issued by the relevant Privacy Authority/ies.

Artificially Inflated Traffic - A flow or volume of traffic via any Service, which EBBE believes is: (i) disproportionate to the flow or volume of traffic which EBBE expects from good faith commercial practice and usage of the Service; (ii) disproportionate to Customer's previous traffic profiles (in any given month) with EBBE; (iii) uses automated means to make calls (save where this is expressly approved by EBBE in writing); or (iv) may result in Customer exceeding the credit limit which EBBE places on Customer's EBBE account from time to time.

Billing Manual - EBBE' call- and billing rounding measures from time to time, which shall be available to Customer on request.

Business Day - A day (other than a Saturday or a Sunday) on which clearing banks are open for business in the city of London (other than solely for trading or settlement in Euro).

Charge - Access Fees, Connection Fees, fees for Equipment, Software License fees, call fees, airtime fees and all other fees payable by Customer for use of the Services.

Codes of Practice - All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as PhonepayPlus) or that are adopted by EBBE from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.

Connection - A EBBE SIM Card that has been configured to attach to the Network, with a price plan or SOC associated with it so that End Users can use and be charged for Services supplied under an Order Form.

Customer Information - Information that (a) Customer provides to EBBE; (b) details of how Customer uses Services, including information relating to the volume and types of calls made, details of charges paid & other financial information; or (c) details of how Customer has performed in meeting its obligations under this Agreement.

Emergency Planning Measures - The measures that may be taken as a result of EBBE' obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004; or any similar law.

End User - A person using Equipment or a Service, who is an employee or contractor of Customer.

Equipment - Any tangible material, but not a SIM Card, supplied by EBBE to Customer, or connected to the Network on Customer's behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.

Force Majeure - Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.

GDPR - Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

GSM Gateway - Any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.

GSM Gateway Commercial Policy - EBBE's policy from time to time governing Customer's use of GSM Gateways, available at: www.ebbe.co.uk.

Insolvency Event - An event where a Party either ceases or threatens to cease conducting its business in the normal manner; or is treated as being insolvent, or threatens or is in jeopardy of becoming insolvent because it: (a) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or (b) makes or offers to make any arrangement or composition with any one or more of its creditors; or (c) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it; or (d) any resolution to wind up it up (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation; or (e) has had a receiver, administrator or liquidator appointed to it.

Intellectual Property Rights - Patents, design rights, trademarks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

Network - The telecommunication systems EBBE uses to provide the Services.

OFCOM - The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it

Order Form- The document setting out the agreed commercial terms relating to EBBE's provision of Equipment and/or Services which includes EBBE's charges and any specific commercial terms and which incorporates any relevant Service terms and conditions and these General Terms

Overseas Networks - Telecommunication systems outside of the UK Mainland used (but not controlled) by EBBE in providing the Services.

Partner a person authorised by EBBE who may have sold Equipment or Services to the Customer;

Port - The transfer of a mobile number that is connected to the EBBE Network under this Agreement to a different network provided by another supplier;

Personal Data - Any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Processor have access from time to time in performing the Services.

Price plan charges guide – the terms and "out of price plan bundle" charges for your price plan which is available online and updated by EBBE from time to time.

Regulatory Authorities - OFCOM, the Office of Fair Trading, the Competition Commission, the Information Commissioner, the Advertising Standards Authority, or any similar authority established from time to time;

Recovery Policy - EBBE's policy regarding the replacement or repair of faulty equipment, as amended from time to time.

Service - A service provided by EBBE pursuant to this Agreement as described in the relevant Service Specific Terms.

Service Period - The minimum term for which Customer commits to receive a Service, as specified in the relevant part of the Order Form.

Service Specific Terms - A Schedule that sets out service specific information such as terms and conditions, specifications and other technical information.

SIM Card - A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

Software - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by EBBE or its licensors to Customer irrespective of how it is stored or executed.

Software License - The terms and conditions that prescribe how Customer shall use Software and set out the rights of the Software owner/licensor and the Software user in relation to such Software.

Standard List Price(s) - EBBE's standard unsubsidised Charges for business Services and Equipment as advised to Customer by EBBE and/or as made available on request by EBBE (as amended by EBBE from time to time).

Ebbe Fone Galleria Ltd's Group - Ebbe Fone Galleria Ltd Group and any company in which EBBE Group holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.

Date

Signed