

TERMS APPLICABLE TO MOBILE SERVICES

- 1.1 For the purpose of the Mobile Services, the following terms shall have the following meanings:
- 1.2 Airtime Provider: the relevant mobile network operator or wireless communications service provider.
- 1.3 Connection: connection to any Airtime Provider's network.
- 1.4 Hardware Fund: the fund all located to the Customer to allow it to purchase equipment in connection with the Mobile Services.
- 1.5 Retail Mobile Services: the mobile services to be provided by CHROME TELECOM LTD to the Customer, where the Customer is directly contracted with an Airtime Provider. Support Hours: 9 am to 5.00 pm (GMT).
- 1.6 Wholesale Mobile Services: the mobile services to be provided by CHROME TELECOM LTD to the Customer, where the Customer is directly contracted with CHROME TELECOM LTD and not an Airtime Provider.
- 2.1 **Basis of this contract:** The offer shall be accepted, and the Contract shall be formed and come into existence at the point when CHROME TELECOM LTD receives the Order Form, either electronically or physically, duly signed (either electronically or physically) by or on behalf of the Customer at which point and on which date the Contract shall come into existence. If CHROME TELECOM LTD has not received the Order Form duly signed for or on behalf of the Customer within [12 months] from the date on which it is sent to by CHROME TELECOM LTD to the Customer the offer to contract with the Customer shall be deemed to have been withdrawn unless otherwise agreed between CHROME TELECOM LTD and the Customer.
- 2.2 The supply of the Mobile Services shall commence: (a) In the case of Wholesale Mobile Services on the Commencement Date and continue for the Minimum Term. (b) In the case of Retail Mobile Services on the date the contract between the Customer and the Airtime Provider is signed by the Customer and processed by the Airtime Provider and continue until it expires, is terminated by the Airtime Provider, or the Customer is otherwise released from the contract by the Airtime Provider.
- 2.3 In the case of Wholesale Mobile Services, the Mobile Services Contract shall automatically extend for three years (Extended Term) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Mobile Services Contract at the end of the Initial Period or the relevant Extended Term, as the case may be.
- 2.4 If for any reason clause 8.3 is deemed to be unreasonable and unenforceable by way of a final court judgment, then this clause 8.4 shall apply. The Mobile Services Contract shall automatically extend for 12 calendar months (Extended Term) at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Mobile Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.
- 2.5 The provision of any Mobile Services by CHROME TELECOM LTD under a Mobile Services Contract is conditional on: (a) the Customer providing to CHROME TELECOM LTD to its satisfaction accurate information and data to enable CHROME TELECOM LTD to provide Mobile Services; (b) Network coverage; (c) Availability of equipment. 8.6 Subject to the Customer's payment of the Charges, CHROME TELECOM LTD will provide support for the Mobile Services to the Customer as follows: (a) In the case of Wholesale Mobile Services, remote support during Support Hours, unless otherwise agreed between CHROME TELECOM LTD and the Customer with on-site support being chargeable. (b) In the case of Retail Mobile Services, limited support during Support Hours in accordance with the Airtime Provider's terms with on-site support being chargeable.
- 2.6 CHROME TELECOM LTD shall operate and maintain a telephone helpdesk to receive and process any requests for support in respect of the Mobile Services.
- 2.7 In relation to the use of the Mobile Services the Customer agrees: (a) that any support for the Mobile Services shall be provided by CHROME TELECOM LTD remotely, unless otherwise agreed; (b) to keep their data backed-up and ensure that software updates are maintained; (c) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist CHROME TELECOM LTD in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults. 8.9 The Customer acknowledges and agrees that: (a) CHROME TELECOM LTD bears no responsibility for and will not be liable for any loss suffered by the Customer as a result of any fault that is caused by an error or defect in the network or software; (b) the sole responsibility of CHROME TELECOM LTD in respect of any issues with hardware supplied under or in connection with the Mobile Services shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty. (c) CHROME TELECOM LTD will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures, network outages, or errors, failures, or defects in the operating system. Standard Terms of business (d) in recognition of the fact that CHROME TELECOM LTD may be entitled to receive payments from the Airtime Provider as a result of the Customer taking up the Mobile Services, the Customer will remain liable to CHROME TELECOM LTD and shall not avoid liability to CHROME TELECOM LTD if the Airtime Provider releases the Customer from its contract for any reason, including (without limitation) if the Customer is released due to an error on the part of the Airtime Provider where the Customer has signed for two (2) years.
- 2.8 CHROME TELECOM LTD warrants to the Customer that the Mobile Services will be rendered by personnel with appropriate skills and experience to provide the Mobile Services. The Customer agrees that CHROME TELECOM LTD cannot guarantee that the Mobile Services will work without interruption or error. Any interruption, fault or error must be notified to CHROME TELECOM LTD using the telephone help desk referred to in clause 8.7. The warranties provided by CHROME TELECOM LTD shall be in line of fund shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the Mobile Services.
- 2.9 The Customer warrants to CHROME TELECOM LTD that, where CHROME TELECOM LTD provides the Mobile Services and the Customer uses equipment it owns or has the benefit of using, the Customer either owns such equipment or has a valid right to use it, and the Customer further warrants that it is the Customer's responsibility to ensure any such equipment works and is suitable as is. For the Customer to receive and/or use the Mobile Services. By way of example and without limitation, the Customer must check and ensure that any handset it proposes to use is unlocked and this shall not be the responsibility of CHROME TELECOM LTD.

- 2.10 Notwithstanding any other provision of these Conditions, CHROME TELECOM LTD shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Airtime Provider that may (wholly or partially) cause, impact or result in any interruption, fault error or withdrawal of (temporarily or permanently) the Mobile Services.
- 2.11 The Customer will fully indemnify and hold harmless CHROME TELECOM LTD against all costs, expenses, liabilities, losses, damages, and judgments that CHROME TELECOM LTD may incur or be subject to as a result of a breach of clause 8.11.
- 2.12 Any equipment supplied or installed by CHROME TELECOM LTD to the Customer in connection with the Mobile Services (including but not limited to SIMs, handsets and any subsidised equipment) shall at all times remain the property of CHROME TELECOM LTD, except where the equipment has been purchased by the Customer. The Customer shall return such equipment to CHROME TELECOM LTD immediately on request and shall be liable for costs, losses, damages, and expenses incurred by CHROME TELECOM LTD for the repair, recovery and replacement of such equipment.
- 2.13 Upon termination of the Mobile Services Contract (for whatever reason), the Customer shall return any handsets and SIMs installed or supplied by CHROME TELECOM LTD to the Customer in connection with the Mobile Services at the Customer's cost. If such handsets and SIMs are not returned within seven (7) days following the termination of the Mobile Services Contract, CHROME TELECOM LTD reserves the right to charge the Customer a fee in respect of each handset, such fee being the full market value of the handset(s) at the time of being supplied to the Customer.
- 2.14 In relation to any equipment that is supplied or installed by CHROME TELECOM LTD to the Customer in connection with the Mobile Services hereunder, except for equipment purchased by the Customer the following shall apply: (a) The Customer shall notify CHROME TELECOM LTD in writing within three (3) Business Days of receipt if the any of the equipment is damaged, or if the order has been incorrectly fulfilled; (b) CHROME TELECOM LTD is not obliged to offer the Customer a refund, exchange or credit to the Hardware Fund in the event that equipment is ordered by the Customer in error; (c) CHROME TELECOM LTD is not obliged to agree to any upgrades to the equipment it supplies to the Customer at any time, including during or after the Minimum Term (if applicable) but if it does, CHROME TELECOM LTD shall be entitled to extend the Minimum Term; (d) The supply of equipment by CHROME TELECOM LTD to the Customer shall be subject to availability.
- 2.15 Any Hardware Fund and any equipment supplied that has been charged to a Hardware Fund, are supplied by CHROME TELECOM LTD in return that the Customer completes the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable.
- 2.16 Where the Mobile Services Contract is completed, then full title of any handsets supplied by CHROME TELECOM LTD shall transfer to the Customer. Any unclaimed hardware funds or cashback cannot be redeemed after the end of the term.
- 2.17 At the end of the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable, should the Customer's Hardware Fund be in a negative position then the Customer acknowledges and agrees to CHROME TELECOM LTD invoicing the full amount, and to pay that amount in line with CHROME TELECOM LTD's standard payment terms. This may be resisted prior to the end of the term and become due for payment.
- 2.18 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period, the Customer shall pay to CHROME TELECOM LTD a lump sum termination payment calculated as the total amount of the Hardware Fund initially provided to the Customer at the point of connection or renewal, as applicable, minus any unspent amount currently held by CHROME TELECOM LTD.
- 2.19 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and the Hardware Fund has been fully utilised by the Customer, the Customer shall pay to CHROME TELECOM LTD a lump sum equal to the Hardware Fund provided for the Connection(s) in question, based on the value of the Hardware Fund provided at the commencement of the current minimum period.
- 2.20 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and equipment has been supplied either free of charge or at a reduced rate, the Customer shall pay to CHROME TELECOM LTD a lump sum equal to the equipment provided for the Connection(s) in question, based on the market value of the equipment provided at the commencement of the current minimum period.
- 2.21 The sums stipulated in clauses 8.20, 8.21 and 8.22 will be charged in addition to any contractual early termination fees imposed by either CHROME TELECOM LTD, or the Standard Terms of business applicable Airtime Provider in relation to the contract with said Airtime Provider.
- 3.1 ADDITIONAL TERMS RELATING TO CHARGES FOR MOBILE SERVICES**
- 3.2 In respect of Wholesale Mobile Services, the Customer acknowledges and agrees that CHROME TELECOM LTD may at its discretion increase the Charges for line rental provided that CHROME TELECOM LTD gives the Customer not less than 30 days' written notice prior to the increase, such increase to be capped at 5% in any one year.
- 3.3 Charges in respect of calls are subject to fluctuation or change by CHROME TELECOM LTD without notice to the Customer.
- 4.1 **Fair Use Policy:** Roaming Fair Usage Policy In line with Roam like at home legislation, the customer must ensure allowances are being used for purpose and within usage allowances. Please visit website: www.chrometelecom.co.uk for our fair usage policy.
- 4.2 If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as World Travel Select and/or legislation such as Roam Like At Home), CHROME TELECOM LTD reserves the right to either charge customers for this excessive usage or bar roaming services. Customers will be notified before any action is taken. As listed, this will be relevant to any Services that grant users access to their standard inclusive bundles whilst roaming abroad.