

1. Definitions

Capitalised terms used in these terms and conditions shall have the following meanings:

"Anniversary Date" means any anniversary of the Commencement Date;

"Account" means an account opened by Solar in the Customer's name which contains contact and financial details relating to the Customer and (if provided by the Customer) contact details relating to Users and of all payments made by the Customer and outstanding Charges and other Fees due from the Customer;

"Age Restricted Services" means any of the Mobile Services which are specified for use only by Users of 18 years or more;

"Average Monthly Call Charges" means (i) the average of the six highest months' call charges incurred by the Customer under the Customer Agreement; or (ii) (if the Customer has incurred less than six month's call charges), the highest month's call charges incurred by the Customer under the Customer Agreement;

"Charges" as defined in the MSA Terms;

"Commencement Date" has the meaning set out in the MSA Terms;

"Connected" means the successful completion of a Connection;

"Connection" means the process of giving the Customer and relevant Users access to Mobile Services and "Re-connection" means the process of reconnecting the Customer and relevant Users' access to the Mobile Services following a Disconnection;

"Content" means information, communications, images and/or sounds, software and any other material contained within any message sent or received through the Mobile Services (whether contained within an SMS, MMS or otherwise).

"Customer" means the company, partnership, organisation or individual procuring Equipment and/or Services from Solar, as specified in the Customer Agreement;

"Customer Agreement" means the agreement between Solar and the Customer pursuant to which Solar agrees, subject to the terms set out in the Customer Agreement, to provide the Equipment and/or Services.

"Credit" as defined in the MSA Terms;

"Disconnection" means the process of disconnecting the Customer's access to the Mobile Services;

"Downward Migration" means the transfer (at the request of the Customer) of any of the Mobile Services from one tariff to another provided by the Mobile Network Operator, which results in the Customer being charged a lower monthly line rental;

"Effective Date" as defined in the MSA Terms;

"Fees" as defined in the MSA Terms;

"Handset" means any mobile phone, device, dongle or data card which is approved by Solar for Connection to the Network.

"Messaging Services" means any services comprising the provision of email, fax, voicemail, text message, multimedia message, personal information management and/or other message or communication facilities which let the Customer and any Users communicate with others;

"Minimum Term" as defined in the MSA Terms;

"Mobile Network Operator" means the mobile network operator providing network services to the Network Provider;

"Mobile Services" means the mobile services to be provided by Solar to the Customer in accordance with the Customer Agreement which may include the provision of a SIM card, call and data services, Messaging Services, Storage Services, Age Restricted Services, Premium Services and any Additional Services;

"MSA Terms" means Solar's Master Services Agreement terms and conditions which are attached or referred to in the Customer Agreement;

"Network" means the electronic communications system by which the Mobile Network Operator makes the Mobile Services

available to the Customer and/or End User in the United Kingdom;

"Network Provider" means the entity who owns the Network;

"Premium Service" means any of the Mobile Services which are charged at premium rates, such as international calling and international roaming;

"Service Terms" has the meaning given to it in the Customer Agreement, including these Mobile Services terms and conditions;

"SIM" means a card or other device which shall for the avoidance of doubt include a USIM (Universal Subscriber Identity Module) which contains the User's personal telephone number and which is programmed to allow the User to access the Network;

"Storage Services" means the storage of Content; and

"Users" as defined in the MSA Terms.

References to "clauses" are to clauses of these terms and conditions (and not clauses of the MSA), unless otherwise stated.

2. Service Terms

2.1 These Mobile Services terms and conditions shall apply to and be incorporated into the Customer Agreement when the Customer is providing Mobile Services to the Customer pursuant to the Customer Agreement.

3. Provision of the Services

3.1 Once the Customer is Connected, Solar will provide the Customer and any Users with access to the Mobile Services. Solar will also open an Account for the Customer (if not already opened) and provide each User with a SIM and a phone number (and Solar may agree to provide the Customer with additional SIMs and phone numbers on the Customer's request, subject to the Customer paying any additional charges agreed between the parties and/or Fees due in relation to the same).

3.2 The Mobile Services may include Premium Services and Age Restricted Services, which are provided on the basis that the Customer ensures any relevant Users of the Age Restricted Services are 18 years or over and the Customer ensures that each of its Users does not show or send any Content from the Age Restricted Services to anyone under 18 years.

4. Availability of Services

4.1 The Customer acknowledges and accepts on behalf of itself and each of its Users that: (a) the Mobile Services may not be available in whole or part in all parts of the United Kingdom and/or in all or any other countries; (b) only the Handsets will be able to be used by Users to receive and benefit from the Mobile Services.

4.2 Without prejudice to any other provisions within the Customer Agreement (including the MSA Terms), the Customer acknowledges and accepts on behalf of itself and its Users that the Mobile Services may not be continuously available in whole or part and/or the quality of all or any of the Mobile Services may vary including:

- (a) when Solar, the Network Provider, or the Mobile Network Operator need to perform planned or unplanned upgrading, maintenance or other work in relation to the Network or Services;
- (b) when the User is in an area not covered by the Network. In these cases Mobile Services rely on other operator networks where Solar have no control; and
- (c) because of other factors outside Solar's control, including but not limited to, the features or functionality of a particular Handset, regulatory requirements, lack of capacity of the Network, interruptions to Mobile Services resulting in whole or part to the acts and/or omissions of Suppliers, faults in other communication networks, and/or interference caused by hills, tunnels or other physical obstructions.

4.3 Without prejudice to any other provisions within the Customer Agreement (including the MSA Terms), in providing the Mobile Services, Solar may:

- (a) change or withdraw some or all of the Mobile Services from time to time, including but not limited to: as a result of changing

technologies, obsolescence and/or new or different product features. The Customer can may terminate the Customer Agreement in relation to that part of the Mobile Services which are affected, pursuant to clause 15 of these Mobile Services terms and conditions if the variation is detrimental to the Customer or a relevant User; and

- (b) determine or change how Mobile Services are presented and delivered to a Handset or are otherwise made available to the Customer at any time.

4.4 Solar may put limits on the use of certain Mobile Services, such as Messaging Services or Storage Services which may include Solar limiting the size of messages and/or storage space.

5. The Customer's obligations in using the Mobile Service

5.1 Without prejudice to the provisions of the Customer Agreement (including the MSA Terms), the Customer shall use and shall ensure that each of its Users use the Services in compliance with:

- (a) the Fair Use Policy (as defined in clause 7.1); and
- (b) all relevant legislation, regulations and common law obligations which apply in the country in which the Mobile Services are being used.

5.2 In using the Mobile Services, the Customer shall and shall ensure that each User shall:

- (a) keep all PINs and passwords secure and confidential and immediately change any PIN or password if the Customer or a User become aware that someone is accessing Mobile Services without the Customer's or User's permission; and
- (b) ensure the security of the Handset (refer to the Handset manufacturer's user guide for details of how to keep the Handset secure).

5.3 The Customer shall not use the Mobile Services, the SIM or phone number or allow anyone else to use the Services, the SIM or phone number for illegal or improper use. For example, to download, send or upload Content which is in excess of the size, quantity and/or frequency specified in the Fair Usage Policy referred to in clause 7.1 (Solar may contact the Customer if the Customer's use is excessive).

5.4 The Customer shall report lost or, stolen SIMs, or improper or illegal use of SIMs to Solar immediately and the Customer will be liable for all Charges until the point at which Solar cancels the affected SIMs following notification.

5.5 The Customer acknowledges that the Customer's and/or any User's usage of certain Mobile Services (e.g. roaming calls, data roaming and voice services on mobile broadband) may be expensive. Any charges relating to use which not covered by the Customer Agreement will be calculated in accordance with the Fees. Save as set out in clause 4.4, Solar cannot set usage limits for the Mobile Services or Charges.

5.7 The Customer may not request a Downward Migration at any time on or after providing notice to terminate the Mobile Services in whole or part.

6. Licence to use Content

6.1 The Customer grants Solar, the Network Provider, the Mobile Network Operator and any other relevant Suppliers, a royalty free, perpetual and worldwide licence to store, transmit, receive and/ or otherwise deal with any Content for the purpose of providing the Mobile Services and/or otherwise required by any applicable law, rule or regulation.

7. Fair Use Policy

7.1 The Mobile Services may be provided under Solar's fair use policy ("Fair Use Policy"), a copy of which will be supplied upon request. While Solar have no obligation to monitor the Messaging Services or Storage Services, if the Customer exceed Solar's use limits set out in Solar's Fair Use Policy, or Solar are made aware of any issues with the Customer's use of these Mobile Services (for example, if Solar are made aware that the Customer is using Mobile Services in a prohibited way), then Solar may remove or refuse to send or store Content on the Customer's behalf without further notice and Solar may charge the

Customer any fees charged to Solar by its supplier as a result of any breach of the Fair Use Policy.

8. Suspension of Services

8.1 Without limiting any other provisions in the Customer Agreement (including the MSA Terms), Solar may suspend the Mobile Services in full or in part, and for any duration if:

- (a) the Customer is in breach of the Fair Use Policy or the Customer's use of the Services is otherwise excessive and/or is causing problems for Solar, the Network Provider, Mobile Network Operator, or other users;
- (b) Solar reasonably believes a User's Handset or SIM has been lost or stolen or otherwise used in a manner not authorised by the Customer or relevant User;
- (c) Solar receive a serious complaint about the Customer's or any User's use of the Mobile Services;
- (d) the Customer's or any User's SIM has been Inactive for a period of 3 months (excluding known low-use back-up or Machine-to-Machine services (used for monitoring purposes)).

8.2 Solar may suspend and/or terminate any Messaging Services relating to one or more SIMs if it or they are inactive for an extended period of time. Solar will provide notification before this happens. If Solar do suspend or terminate the Messaging Services in relation to one or more SIMs Solar will have no obligation to maintain any of the Content relating to those Messaging Services, or to forward any unopened or unsent messages to the Customer or relevant User, or anyone else.

8.3 If Solar suspend any or all of the Mobile Services, the Customer or relevant User will still be able to make emergency calls (unless the Mobile Services have been suspended at the request of the emergency services).

8.4 If the Mobile Services are suspended, Solar may Re-Connect the Customer at the Customer's request and Solar reserve the right to charge a Fee for this.

9. Charges

9.1 Charges for the Mobile Services shall, at the Effective Date, be as set out in the Customer Agreement and payable in accordance with the MSA Terms.

9.2 Those Charges relating to the provision of the Connection shall be invoiced in advance on the Effective Date and shall not be refundable to the Customer if the Customer Agreement is terminated or varied for any reason.

9.3 Subject to clause 9.6, Solar shall invoice the Customer for Call Charges due to Solar monthly in arrears.

9.4 Call charges will be based upon call and billing data recorded by Solar, the Network Provider and/or the Mobile Network Operator.

9.5 Unless otherwise stated in the Customer Agreement or agreed between the parties, calls will be charged and inclusive allowances deducted in one second increments in respect of UK calls, and in one minute increments in respect of roaming/international calls. In addition, and notwithstanding this, there may be a call connection charge dependant on the type of call.

9.6 The Customer acknowledges that roaming calls may take longer to be invoiced than other types of calls.

9.7 If the Customer or a User is on a tariff which has inclusive minutes and texts, Customer acknowledges on behalf of itself and Users that such inclusive minutes and texts apply to mobile calls to landline numbers prefixed by 01,02 and 03, and mobile calls to standard mobile numbers prefixed by 07, but exclude all other calls and numbers including but not limited to personal or premium rate numbers.

9.8 If the Customer terminates the Customer Agreement in relation to the provision of Mobile Services prior to connection, at any point during the Minimum Term or Renewal Term, or a Connection is Downward Migrated during the Minimum Term, then Solar shall be entitled to charge the Customer an administration charge of up to £250 per Connection.

10. SIM Cards

- 10.1 Solar, the Network Provider and/or the Mobile Network Operator owns each SIM and each SIM remains their property at all times. The Customer and the relevant User is hereby granted a limited licence to use the SIM to enable the Customer and/or User to access the Mobile Services, always in accordance with the terms of the Customer Agreement. Solar may recall any SIM at any time, including for upgrades, modifications, misuse or when the Customer Agreement terminates in whole or part. The Customer and any relevant User is only authorised to use the SIM to obtain the Mobile Services.
- 10.2 The Customer must and must ensure that each User: (a) keeps each SIM safe and secure whilst it is in their possession; and (b) returns the SIM to Solar if required to do so at any time, as set out in the Customer Agreement. Solar will charge the Customer a Fee for any replacement SIM unless it is proved to the reasonable satisfaction of the owner of the SIM that it is defective through faulty design or workmanship.
- 10.3 Each SIM may only be used in a Handset which is enabled for the Mobile Services. The Customer shall not and shall procure that none of its Users use any SIM other than in accordance with the Customer Agreement. Any attempt to use the SIM in any handset other than a Handset shall constitute such misuse, may result in serious damage to such handset and may prevent the Customer and/or User from being able to use it, including for the making of emergency calls. Solar, the Network Provider and/or the Mobile Network Operator exclude all liability for loss, damage, costs and/or expenses suffered or incurred by the Customer and/or any User in relation to the use or misuse of any SIM.

11. Handsets

- 11.1 Save as expressly set out in the Customer Agreement, the provision of the Mobile Services does not include the supply of any equipment, including any handsets. The manufacturers of handsets are not connected to Solar and the Customer acknowledges that any contract relating to the provision and/or use of any handsets (including any software comprising the same) shall be between the Customer (or User) and the provider of such handsets (or its licensor).
- 11.2 Handsets may be locked to the Network.
- 11.3 Whilst Solar is providing the Mobile Services, the Customer must not unlock or permit any third party to unlock an Handset from the Network. The Customer must contact Solar if the Customer wants any Handset to be unlocked from the Network. If it does so, Solar will use reasonable endeavours to arrange for the Handset to be unlocked in an authorised manner (which may include replacing the Handset with an unlocked Handset, which is the same or similar specification to the original Handset) provided that the Customer pays any Fee associated with unlocking and provided that there are no outstanding Charges or other Fees owing on the Customer's Account. Prior to Solar arranging for any Handset to be unlocked, the Customer must ensure that it backs-up or otherwise stores separately any information or other data on the Handset which the Customer may require, as this may be lost during the Handset unlocking process. Solar, the Network Provider and/or the Mobile Network Operator are not responsible for any information or any other data which may be lost during the Handset unlocking process. This clause will not apply to the Customer if Solar is not providing Handsets to the Customer.
- 11.4 If Solar agrees to provide Handsets under the Customer Agreement further terms and conditions may apply to a Handset provided and these will be provided to the Customer with the Handset. The Customer's use of the Handset shall constitute acceptance of those further terms and conditions. The Handset shall be used by the Customer or the relevant User for the purpose of receiving the Mobile Services only and any other use may constitute misuse and a breach of the Customer Agreement.

12. Credit

- 12.1 The Customer acknowledges any Credit relating to the Mobile Services which is provided by Solar in accordance with the Customer Agreement is conditional upon;
- (a) the Customer maintaining each Connection for the Minimum Term; and
 - (b) the Customer not Downward Migrating any Connection during the Minimum Term; and
 - (c) such other conditions as are notified to the Customer from time to time by Solar.
- 12.2 Solar shall be entitled to reclaim from the Customer such amount of the Credit as the Customer has already benefitted from (or withhold such amount from any future Credit or instalment of a Credit which the Customer is to benefit from) in the event that:
- (a) a Connection is disconnected prior to the expiry of the Minimum Term; or
 - (b) a Connection is Downward Migrated during the Minimum Term; or
 - (c) the Customer breaches any other conditions relating to such Credit, as notified to the Customer from time to time; or
 - (d) the Network Provider or Mobile Network Operator (for whatever reason) reclaims or withholds in full or in part from Solar any commission paid to Solar in respect of the Customer's Connection,
- and the proportion of the Credit that Solar shall be entitled to reclaim from the Customer shall be the Credit amount for each month (and such pro rata amount for each incomplete month) of the balance of the Minimum Term which is unexpired at the date of event giving Solar the right to reclaim such amount.

13. Warranties

- 13.1 Notwithstanding any provisions to the contrary in the MSA Terms or any other Services Terms, the Customer acknowledges that Solar is not the manufacturer of any Equipment or Handsets provided under these terms, and accordingly, that the warranty given by Solar is limited as follows. If any Equipment, including Handsets, is proved to the reasonable satisfaction of Solar to be defective in material or workmanship then if the Equipment is returned to Solar within 14 days of the date of delivery then Solar will at its option:
- (a) repair the Equipment;
 - (b) replace the Equipment;
 - (c) substitute substantially equivalent goods; or
 - (d) credit the Customer in respect of any such Equipment.
- 13.2 For the avoidance of doubt, where Solar replaces or procures replacement or substitute Equipment in accordance with the Customer Agreement, the original Equipment returned by the Customer will belong to Solar.

14. Limitation of Liability

- 14.1 The Customer's attention is drawn to the exclusions and limitations of liability set out in the Customer Agreement (including, in particular, clause 13 of the MSA Terms).

15. Termination

- 15.1 Either party may terminate the Customer Agreement in relation to the Mobile Services in accordance with the MSA Terms and/or these Mobile Services terms and conditions.
- 15.2 Upon termination, without prejudice to any other provisions in the MSA Terms, Solar reserves the right to charge a fee of £35.00 per PAC (Porting Authorisation Code) to cover administration costs.