

General Terms and Conditions

1. Agreement structure

1.1 Each Order Form between Customer and Unity Communications Ltd 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 Unity Communications Ltd 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 Unity Communications Ltd 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 (v) due to Emergency Planning Measures. Unity Communications Ltd shall endeavour to keep all such suspensions to a minimum and shall give Customer notice of such suspensions where reasonably practicable.

2.3 Unity Communications Ltd shall use reasonable endeavours to give Customer access to Overseas Networks; however, Unity Communications Ltd shall not be responsible for the performance of Overseas Networks or any part of the Network not controlled by Unity Communications Ltd. 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 Unity Communications Ltd (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 Unity Communications Ltd 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, Unity Communications Ltd shall be entitled to suspend such End User's use of the Services. Before exercising this right, Unity Communications Ltd 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 Unity Communications Ltd 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. Unity Communications Ltd 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 Unity Communications Ltd's prior written consent, which may be withheld at Unity Communications Ltd's absolute discretion. Customer shall cooperate with Unity Communications Ltd at all times to ensure that such GSM Gateways that are connected to the Network remain compliant with the applicable law and with Unity Communications Ltd's GSM Gateway Commercial Policy.

5. **Charges and Payment**

5.1 Unity Communications Ltd states all Charges exclusive of VAT, unless specified otherwise. All Charges not specified in an Order Form shall be at Standard List Price.

5.2 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.

5.3 The Seller may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.

5.5 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Services to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.

5.6 If any account remains overdue after thirty (30) days then an amount of £20.00 shall be levied as an administration fee and shall be levied for each month that the account remains overdue, which sums shall become immediately due and payable.

5.7 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:

5.7.1 any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or

5.7.2 the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of creditors; or

5.7.3 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer

5.8 Customer shall not be entitled to offset any sums owed to it by Unity Communications Ltd under any Agreement or Will dispute between the Parties against any sums that Customer owes to Unity Communications Ltd under this Agreement.

5.9 Unity Communications Ltd may credit assess Customer from time to time as reasonably required to assess Unity Communications Ltd's risk. Customer is not entitled to change its tariff to another tariff with a lower monthly fixed charge during the Minimum Period.

5.10 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 Unity Communications Ltd 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 Unity Communications Ltd 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 Unity Communications Ltd that such SIM Card is being used without Customer's authorisation.

6.3 Unity Communications Ltd shall allocate telephone numbers to Customer which Customer shall only use to access the Services. Unity Communications Ltd 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. Unity Communications Ltd 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 Unity Communications Ltd, Unity Communications Ltd 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 Unity Communications Ltd. 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 Unity Communications Ltd 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 Unity Communications Ltd shall not be bound to deliver the relevant Service. Customer shall be responsible for any Software upgrades (including charges) specified by the licensor or Unity Communications Ltd.

8. **Orders and Equipment**

8.1 Customer shall order Services and Equipment by submitting an order in writing..

8.2 Orders are binding on both Parties from the date of acceptance by Unity Communications Ltd. If acceptance is not express, it shall be deemed to have occurred on dispatch of Equipment or activation of Service by Unity Communications Ltd.

9. **Equipment**

9.1 If Customer orders Equipment directly from Unity Communications Ltd, which Unity Communications Ltd supplies directly to Customer the provisions of this clause shall apply in relation to that Equipment. Unity Communications Ltd 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 Unity Communications Ltd 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 Unity Communications Ltd in writing within 10 Business Days of confirmation of Unity Communications Ltd's order acceptance if Customer does not receive the Equipment or SIM Card. Following such notification by Customer, Unity Communications Ltd 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 Unity Communications Ltd 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 Unity Communications Ltd 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 Unity Communications Ltd becomes faulty for reasons other than through Customer's acts, omissions or misuse within the manufacturer's warranty period, Customer shall contact Unity Communications Ltd.

9.5 Unity Communications Ltd 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. Unity Communications Ltd shall pass on the benefit of any warranties that Unity Communications Ltd obtains from the manufacturer of any Equipment supplied to Customer by Unity Communications Ltd. However, on expiry of this Agreement, any commitment by 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 Unity Communications Ltd 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 Unity Communications Ltd to do so. Any attempt to do this may invalidate the manufacturer's warranty.

9.8 Customer shall keep all Equipment that Unity Communications Ltd 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 Unity Communications Ltd's supply of Equipment and accessories shall be subject to availability.

9.10 If Unity Communications Ltd provides Customer or an End User with security codes as part of the Services, Customer agrees and agrees to ensure that its End User's shall keep the security codes confidential. Customer must inform Unity Communications Ltd immediately if it suspects that security codes have been disclosed to a third party so we can issue new security codes.

9.11 Unity Communications Ltd is not obliged to agree to any upgrades to the Equipment it supplies to the Customer during or after the Minimum Period but if it does, Unity Communications Ltd shall be entitled to extend the Minimum Period.

10. **Call Limit and part payment**

10.1 Unity Communications Ltd 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. Unity Communications Ltd 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. Unity Communications Ltd reserves the right to refuse to provide Equipment and/or Services to you if in Unity Communications Ltd's opinion it may cause you to exceed your call limit or if the call limit is already exceeded.

10.2 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 Unity Communications Ltd 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 Unity Communications Ltd 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 Unity Communications Ltd collection cycle; or

11.3.2 where Unity Communications Ltd has repeatedly invoked its rights of suspension pursuant to Clause 3.3 or has invoked its right of suspension under clause 2.2 (iv) for a period of not less than 14 days.

11.4 Customer 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 Unity Communications Ltd.

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 Unity Communications Ltd, delete or destroy all copies of the user documentation which Unity Communications Ltd 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 Unity Communications Ltd with written confirmation that all such copies have been returned, deleted or destroyed.

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 Unity Communications Ltd 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 Unity Communications Ltd 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 Unity Communications Ltd a lump sum termination payment calculated as either:

(a) Average ARPU X number of months remaining of each term per connection that has been terminated (where for the purposes of this clause ARPU means Average Revenue Per User); or

(b) Access Fee X number of months remaining of each term per connection that has been terminated; whichever is higher.

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, Unity Communications Ltd 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, Unity Communications Ltd 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 Unity Communications Ltd and Unity Communications Ltd's licensors. By supplying Customer with Services, Software and Equipment, Unity Communications Ltd is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.

13.2 Where Unity Communications Ltd creates Intellectual Property Rights during or as a result of the supply by Unity Communications Ltd of Services, Software and Equipment to Customer, Unity Communications Ltd shall own all such Intellectual Property Rights.

13.3 Customer must not do anything to jeopardise Unity Communications Ltd or its licensor's Intellectual Property Rights.

14 Changing the terms of this Agreement

14.1 Unity Communications Ltd 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 Unity Communications Ltd's opinion acting reasonably) to comply with applicable law. Where practicable, Unity Communications Ltd shall provide Customer with advance notice of such changes. If advance notice cannot be provided, Unity Communications Ltd shall advise Customer of the change as soon as practicable after it has been made. Unity Communications Ltd shall not be liable to Customer for any claims by Customer as a consequence of such changes.

14.2 Unity Communications Ltd 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 Unity Communications Ltd operates; the way in which Unity Communications Ltd provides Services (including where, in Unity Communications Ltd's reasonable opinion, it is no longer commercially viable to provide a particular Service), provided that such changes affect at least 90% of Unity Communications Ltd's relevant customer base. In these circumstances, Unity Communications Ltd 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, Customer may terminate the relevant Order Form under which the affected Service is provided by giving 30 days written notice. This right to terminate ends 30 days after the date that the change became effective. Unity Communications Ltd shall not be liable to Customer for any claims by Customer as a consequence of such changes.

14.3 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 The Customer agrees to keep all Confidential Information confidential, to disclose it only to its employees that need to know it and use it exclusively for the purposes contemplated by the Agreement. This clause shall not apply to information that the Customer can prove: is in the public domain otherwise than by the Customer's breach; it already had in its possession prior to obtaining the information directly or indirectly from the Company; or a third party subsequently disclosed to the Customer free restrictions on disclosure and use. This Clause shall survive for three (3) years from when the Customer acquired that Confidential Information from the Company.

15.2 The Company and the Customer shall each comply with their respective obligations under the DPA and maintain all relevant registrations and notifications.

15.3 We may collect and process the following data about the customer: information which We collect or which the Customer submits to the Company during any sales or registration process; information the Customer provides when filling in forms or by corresponding with the Company by phone, e-mail or otherwise. This includes information the Customer provides when it requests the

Services. The information the Customer gives to We may include names, addresses and phone numbers of users of the Services and of the Customer and financial and credit card information.

15.4 The Customer agrees that We may contact BT or previous communications service providers of the Customer to obtain information required to perform the Services.

15.5 The Customer agrees that We may use information held about the Customer and users of the Services in the following ways: to open and manage an account for the Services, to deliver products and services ordered by the Customer, for security and emergency service support, for credit checking and fraud prevention, and for product analysis; to carry out the Company's obligations arising from any contracts entered into between the Customer and the Company and to provide the Customer with the information, products and services that it requests from the Company; to notify the Customer about changes to services.

15.6 The customer agrees that We may share information and data provided by the Customer including Personal Data of users of the Services to: the Company's Network Operator to enable it to process the Customer's information and Personal Data, which We collect or which the Customer submits to the Company during any sales or registration process; any member of the Company's group, which means the Company's subsidiaries, ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

15.7 The Customer agrees that We may disclose information and data provided by the Customer including any users Personal Data to third parties: in the event that the Company sells or buys any business or assets, in which case We may disclose such information and Personal Data to the prospective seller or buyer of such business or assets; and if the Company or substantially all its assets are acquired by a third party, in which case information and Personal Data held by the Company about its customers will be one of the transferred assets; and if the Company is under a duty to disclose or share the Customer's information and Personal Data in order to comply with any legal obligation, or in order to enforce or apply these Terms and other agreements; or to protect the rights, property, or safety of the Company, its customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud prevention and credit risk reduction.

15.8 The Customer shall ensure that the relevant individuals and users of the Services have been informed of, and have given their consent to, such use, processing, and transfer of their Personal Data, as required by the DPA and as set out in this clause 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 Unity Communications Ltd's 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 Unity Communications Ltd. Unity Communications Ltd 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 Unity Communications Ltd. 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 Unity Communications Ltd shall be entitled to transfer in whole or in part any of its rights and obligations to any company within Unity Communications Ltd's Group at any time. Unity Communications Ltd may use sub-contractors to perform any of its obligations under this Agreement but remains responsible for their performance. Unity Communications Ltd 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 Unity Communications Ltd's prior written consent to such transfer and has satisfied any reasonable conditions imposed by Unity Communications Ltd (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 If Customer supplies Unity Communications Ltd with personal data (for example relating to End Users) Customer shall ensure that it is accurate and up to date when disclosed. Customer shall also ensure that Customer has obtained from the individuals concerned all necessary consents under the Data Protection Legislation to both the supply of the data to Unity Communications Ltd, and the processing of it by Unity Communications Ltd, for the purposes of performance of this Agreement.

18.2 Each Party shall comply with its obligations under the Data Protection Legislation. Customer acknowledges that Unity Communications Ltd retains the role of Data Controller as defined in the Data Protection Act 1998 except in the limited circumstances where Unity Communications Ltd processes any personal data for and on behalf of Customer.

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 Unity Communications Ltd'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. Unity Communications Ltd 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 Unity Communications Ltd 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 Customer has been unable to resolve the issue to Customer's satisfaction, this issue will be escalated through Unity Communications Ltd's customer complaints procedure.

18.14 All information that the Parties provide to each other in relation to this Agreement must be accurate and complete and Customer shall promptly inform Unity Communications Ltd in writing of all changes to information Customer has provided to Unity Communications Ltd, 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.

Sales of Services Act 1979 and Supply of Services and Services Act 1982

This agreement is subject to the provisions of the Sale of Services Act 1979 and the Supply of Services and Services Act 1982 (or any replacement or re-enactment thereof) in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).

Notwithstanding clause 0 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions the Sale of Services Act 1979 and the Supply of Services and Services Act 1982 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.

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 Unity Communications Ltd that does not require the signature of either Party

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

Billing Manual - Unity Communications Ltd' 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 OTELO) or that are adopted by Unity Communications Ltd from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.

Connection - A SIM Card that has been configured through Unity Communications Ltd 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 Unity Communications Ltd; (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.

Data Protection Legislation - The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, any amendments or replacements to them, and any other legislation implementing Directives 95/46/EC and 2002/58/EC

Emergency Planning Measures - The measures that may be taken as a result of Unity Communications Ltd' 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 Unity Communications Ltd 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.

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 - Unity Communications Ltd' policy from time to time governing Customer's use of GSM Gateways

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, trade marks, 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 Unity Communications Ltd 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 Unity Communications Ltd's provision of Equipment and/or Services which includes Unity

Communications Ltd'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 Unity Communications Ltd in providing the Services.

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

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 - Unity Communications Ltd's policy regarding the replacement or repair of faulty equipment, as amended from time to time

Service - A service provided by Unity Communications Ltd 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 Unity Communications Ltd

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) - Unity Communications Ltd's standard unsubsidised Charges for business Services and Equipment as advised to Customer by Unity Communications Ltd and/or as made available on request by Unity Communications Ltd (as amended by Unity Communications Ltd from time to time)