

SPECIAL TERMS – SIM CARDS

These Special Terms – SIM CARDS apply to the MSA between the Customer and the Company where SIM Cards are purchased. These Special Terms – SIM Cards apply in addition to the MSA in relation to the SIM Cards only.

1. Definitions

1.1 All terms in capitals used herein shall have the meaning given to them below unless defined otherwise in the main terms of the MSA.

"Charges" means the amounts payable for the provision of the Services set out in the Order Form, calculated pursuant to the provisions of these Special Terms – SIM Cards;

"Code of Practice" means all guidelines governing use or provision of mobile telecommunications and data services that are issued by any generally recognised bodies or that are adopted by the Company, its SIM Card suppliers and/or any relevant Network Provider(s) from time to time, and all instructions regulations or guidance issued by the Regulatory Authorities, whether or not mandatory;

"Combined Offering" means an offering by the Company to the Customer that includes SIM Card(s);

"Delivery Location" means the locations to which the SIM Cards shall be delivered as set out in the Order Form, or such other location as the parties may agree at any time after the Company notifies the Customer that the SIM Cards are ready;

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

"End User" means the person who is the end user of each SIM Card;

"Fault" means any malfunction or other fault which prevents a SIM Card from operating properly;

"Functional Description" means the description of the SIM Cards set out in the Order Form;

"Helpdesk" means the remote support services to be provided by the Company as set out in these Special Terms – SIM Cards which can be accessed by the Customer on the phone number and/or email address provided to the Customer;

"Machine to Machine Services" any service which involves a communication of data through a closed and private network between a device and one preconfigured application;

"ManageNet Platform" means the Company's or its SIM Card supplier's data monitoring solution which is integrated within the SIM management platform;

"Minimum SIM Contract Term" means the 'Length of Contract' detailed in the Order Form in relation to SIM Cards which in no circumstances shall be less than a period of twenty four (24) months starting on the Effective Date;

"Network Provider" means the network telecommunications operator that provides connectivity and airtime services to the SIM Card(s) via its agreement with the SIM Card suppliers of the Company;

"Regulatory Authorities" means the relevant regulatory bodies including those authorised to regulate electronic communications or telecommunications services, consumer protection or advertising in the relevant territory;

"Services" means the provision of mobile telecommunications connectivity airtime and data usage services to the SIM Card(s) in accordance with these Special Terms – SIM Cards together with the

provision of such other value added services as may be agreed in writing between the parties from time to time;

"SIM Card(s)" means the 'subscriber identity module'(s) supplied by the Company to the Customer pursuant to these Special Terms – SIM Cards that allows the Customer to access and use the Services (each SIM Card supplied by the Company remains the property of the Company, its licensors, or the relevant Network Provider, and at no time shall title or property in a SIM Card transfer to the Customer or an End User);

"Systems" means the hardware, software and public telecommunications systems run by the Company its SIM Card suppliers and the relevant Network Provider(s) or another network operator in order to provide the Services;

"Trial Service" means the Services provided on a trial basis for the period of months indicated in the Order Form. e.g. 2 months where written as '2+24';

2 Provision of the Services and SIM Cards

2.1 Any coverage map issued by the Company, its suppliers or the Network Providers are reasonable estimates of the coverage available in an area at the item the map is printed and are in no way any guarantee of network availability or coverage.

3 SIM Cards

3.1 The Customer shall purchase the SIM Cards set out in each Order Form from the Company.

3.2 The Charges relate to the provision of the Services and do not relate to the sale of the SIM Cards.

3.3 The Company reserves the right to amend the specification of the SIM Cards during the Term of the MSA if required by any applicable law or regulatory requirements.

3.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the SIM Cards or illustrations on the Company's (or its licensor's) website or descriptions of the SIM Cards contained in the Company's (or its licensor's) catalogues or brochures or on the Company's (or its licensor's) website are issued or published for the sole purpose of giving an approximate idea of the SIM Cards described in them. They shall not form part of the MSA or have any contractual force and the Customer agrees that it does not rely in any way on them when entering into the MSA.

3.5 The Company aims to ensure that all information on its websites concerning the SIM Cards is complete, correct and current. If the Company unintentionally publishes information on its website about the SIM Cards that is incomplete or incorrect, it will try to correct this, but the Company cannot and will not be held responsible for any Consequential Loss caused by the use of the website or the information made available on the website.

4 Delivery of the SIM Cards

4.1 Delivery of the SIM Cards is completed on the date the SIM Cards arrive at the Delivery Location.

4.2 Any dates quoted for delivery of the SIM Cards are approximate only, and time of delivery is not of the essence.

4.3 The Company shall have no liability for any failure to deliver the SIM Cards to the extent that such failure is caused by Force Majeure, the Customer's failure to provide the Company with adequate delivery instructions for the SIM Cards or any relevant instruction related to the supply of the SIM Cards.

5 Title and Risk

5.1 Notwithstanding the delivery of the SIM Cards, all SIM Cards supplied to the Customer shall at all times remain the property of the supplier or relevant Network Provider who supplied the SIM Cards to the Company.

6 Term and Termination

- 6.1 Without limiting its other rights or remedies, the Company may terminate the provision of the SIM Cards and Services with immediate effect by giving written notice to the Customer if: (i) the Customer breaches any of its obligations set out in clause 10 (warranties and representations) or clauses 13.1.3 or 13.2; or (ii) the relevant Network Provider(s) upon which the Services are dependent suspends or ceases to make the telecommunications network and infrastructure available; or (iii) the Customer repeatedly or continuously breaches any of its obligations under these Special Terms – SIM Cards and such breach or breaches continue to occur within fourteen (14) days of receipt of a written notice setting out such breach or breaches; or (iv) the provision of any Services requested by the Customer would require material modification to the Systems.
- 6.2 Upon termination or expiry of the MSA or these Special Terms – SIM Cards, and without limiting any other right or remedy the Company may have against the Customer the Customer: (i) shall immediately cease using any of the relevant SIM Cards and Services; (ii) as soon as reasonably practicable shall return all relevant SIM Cards to the Company at the Customer's cost and risk. Failure to return any SIM Card shall incur a charge for each SIM Card not returned.
- 6.3 Upon termination of the MSA or these Special Terms – SIM Cards, the following fees are payable: (i) if the Customer terminates all or part of the MSA pursuant to clause 7.2, only the Charges due up to and including the date of the termination of the MSA or these Special Terms – SIM Cards are payable; (ii) if all or part of the MSA is terminated for any other reason and the Minimum SIM Contract Term has not expired (and will not expire during the notice period) the following Charges are payable: (a) the amount of unpaid line rental and other fixed Charges remaining in respect of each of the relevant SIM Cards terminated for the period from the date of expiry of the notice period up to and including the last day of the Minimum SIM Contract Term; and (b) all outstanding Charges due up to and including the date of the termination of these Special Terms – SIM Cards; and (c) an administration fee for each SIM Card to be terminated, in each case such administration fee levied in respect of the Company's administrative and other costs of disconnecting the SIM Card from the Services and the relevant telecommunications network; (iii) If all or part of the MSA is terminated for any other reason and the Minimum SIM Contract Term for the SIM Cards has expired (or will expire during the notice period) the following Charges are payable: (a) the amount of the Charges up to and including the date upon which the relevant notice period expires; (b) all outstanding Charges due up to and including the date of the termination of these Special Terms – SIM Cards; and (c) an administration fee for each SIM Card to be terminated, in each case such administration fee levied in respect of the Company's administrative and other costs of disconnecting the SIM Card from the Services and the relevant telecommunications network.
- 6.4 If the Services are suspended pursuant to clause 15.3(ii) and the Customer requests reconnection, the Company reserves the right to charge an administration per SIM Card reconnected in addition to all arrears in Charges due in respect of the relevant SIM Card(s); the Charges payable pursuant to this clause 6.4 must be paid, at the Company's discretion, as a pre-condition to such reconnection.

7 Charges and invoicing

- 7.1 The Company will invoice the Charges for the Services as set out in the Order Form. Where applicable, the Charges shall include sums incurred as a result of going over the inclusive allowance for any permitted tariff (or any charges above the normal line rental as set out in the tariff addendum form).
- 7.2 The Company may increase the Charges at any time during the Term. If the increase is in excess of the current UK Retail Price Index, the Customer has the right to terminate the Agreement upon giving written notice to the Company within 30 days of notification of the proposed increase. Upon expiry of the notice period the new Charges will apply to the Services.

8 Fees and Invoicing

- 8.1 The Company shall invoice the Customer the Fees set out in each Order Form.
- 8.2 All Fees shall be invoiced as set out in each Order Form.
- 8.3 The Company may increase the Fees at any time without notice, including where the Company is notified of any increase in the cost of the SIM Cards, or there is any increase in other costs and expenses of the Company occurring prior to the Effective Date.

9 Payment Terms

9.1 The Customer shall pay the Company the Fees and Charges for the provision of the SIM Cards and Services, as set out in each Order Form.

10 Representations and Warranties

10.1 The Company warrants and represents that: (i) the SIM Cards shall: (a) Conform with the description of the SIM Cards set out in the Functional Description and/or the Company's catalogue(s) and/or the Company's website; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); (c) be fit for any purpose held out by the Company; and (d) be free of material defects for a period of twelve (12) months from the date of delivery ("**SIM warranty period**"); and (ii) that the Services shall be performed with reasonable skill and care. So far as it is able, the Company shall transfer to the Customer the benefits or all warranties and guarantees in relation to the SIM Cards that the Company receives from the relevant Network Providers.

10.2 Notwithstanding any statutory warranty right that a Customer may have, if the Customer notifies the Company in writing within the SIM warranty period that some or all of the SIM Cards do not comply with the warranty set out in clause 10.1. above, the Company shall, at its option, repair or replace the defective SIM Cards provided that: (i) the Company is given a reasonable opportunity of examining the SIM Cards; and (ii) the Customer returns the SIM Cards to the Company's place of business at the Customer's own cost; and (iii) the Customer's right to any statutory warranty has not expired.

10.3 The Company shall not be liable for the SIM Card's failure to comply with the warranty if: (i) the Customer makes any further use of such SIM Cards after giving a notice in accordance with clause 10.2; (ii) the defect arises because the Customer failed to follow the Company's or manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the SIM Cards or (if there are none) good trade practice or the Customer's acts, omissions or misuse of the SIM Cards generally; (iii) the Customer alters or repairs the SIM Cards without the written consent of the Company; (iv) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or (v) the SIM Cards differ from the description of the SIM Cards in the Functional Description and/or the Company's catalogues(s) and/or the Company's website as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

10.4 Except as provided in this clause 10, the Company shall have no liability to the Customer in respect of the SIM Cards' failure to comply with the warranty set out in clause 10.1.

10.5 Subject to any statutory rights to the contrary, the warranty given in clause 10.1 shall not apply to any repaired or replacement SIM Cards supplied by the Company under clause 10.2.

10.6 The Company shall have no obligation to repair or replace any defective SIM Cards: (i) where the defect is due to failure of components that are not original to the delivered SIM Cards or caused by abuse, misuse or any external cause, in which case the Company reserves the right to refuse to repair or replace the SIM Cards and stop providing maintenance and support services and shall hold the Customer liable for any diagnostic fee; (ii) for any damage to the SIM Cards resulting from any unauthorized modifications or repairs or replacements not performed by the Company; (iii) where any statutory warranty right has expired. If damage to the SIM Cards results as set out above in this clause 10.6, the Company shall obtain the Customer's prior authorisation before incurring any additional costs for providing support and maintenance of the SIM Cards, even if the SIM Cards are covered by the warranty in clause 10.1. If the Customer declines authorisation, the Company may leave the SIM Cards unrepaired in the damaged condition without any liability whatsoever.

10.7 In the event that a SIM Card becomes faulty after the SIM Warranty Period and the Customer requests the Company to repair or replace such faulty SIM Card then the Company shall charge the appropriate replacement charges for repair or replacement. The return of faulty SIM Card(s) outside of the SIM Warranty Period or due to misuse by the Customer shall be at the Customer's sole expense. To the maximum extent permitted by law, these are the Customer's sole and exclusive remedies for any failure of the Company to meet the warranty set out in clause 10.1.

10.8 The Customer warrants and represents that: (i) it rightfully owns the necessary user rights, copyrights and ancillary copyrights and has the necessary permits, consents, authorisations and approvals required for it to fulfil all of its obligations under the MSA; (ii) its data does not contain any illegal files or data; (iii) that it shall use reasonable endeavours to ensure that it: (a) observes and complies with all applicable laws and Codes of Practice (including obligations applicable if any related service offered by the Customer means that either the Company and/or a Customer

is a provider of electronic communications, telecommunications, value added or related services) and any instructions or conditions notified to the Customer by the Company, which in the Company's, its SIM Card supplier's or any Network Provider's reasonable opinion prevent: (1.) the transmission of Illegal Content; or (2.) the Systems from being impaired or damaged; (b) does not act or omit to act in any way which will or may place the Company its SIM Card suppliers and/or the relevant Network Provider(s) in breach of any provisions of the applicable law or a Code of Practice, any other licences, authorisations, applicable to and of them and co-operate fully with the Company to enable the Company, its SIM Card suppliers and/or the relevant Network Provider(s) (as the case may be) to comply with all of the same; (c) will not use the Services for any improper or unlawful purpose; (d) will not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of the Company its SIM Card suppliers or any one or more Network Providers), the Systems or howsoever cause the quality of the Services to be impaired; and (e) complies with any instructions (including specifications and training) issued by the Company its SIM Card suppliers and/or the relevant Network Provider(s) from time to time for the use and/or marketing of the Services; (f) ensures that any information provided to the Company is accurate, complete and provided in a timely manner and shall inform the Company of any changes to such information.

- 10.9 The Customer shall ensure and shall use all reasonable endeavours to procure that each of its End Users is legally bound by all obligations set out in the MSA which expressly or by implication relate to such End Users, before the Customer or End Users receive any benefit of the Services. Furthermore, a breach by the Customer or End Users of any of the terms of their agreement with such customer shall be deemed to be a breach by the Customer of the MSA.
- 10.10 The Customer and not the Company shall provide support for the Services, Systems and any other services and systems provided by the Customer and End Users.
- 10.11 The Customer shall not represent itself as an agent to the Company, a SIM Card supplier or any one or more Network Providers' behalf or commit the Company a SIM Card supplier or any one or more Network Providers to any contracts. The Customer shall not without the Company's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services which are inconsistent with those contained in the material supplied by the Company a SIM Card supplier or any one or more Network Providers or otherwise incur any liability on behalf of the Company a SIM Card supplier or any one or more Network Providers.
- 10.12 The Customer warrants that all information provided by or on its behalf in connection with the provision of the Services is true, accurate and complete and can be relied upon in full by the Company and its agents, contractors and employees. The parties agree that subject to mandatory applicable law, the Company shall have no liability under or in connection with the MSA or these Special Terms – SIM Cards to the extent that such liability arises directly or indirectly from: (i) the supply of untrue, inaccurate or incomplete information provided by the Customer or on its behalf and/or any breach by the Customer of the warranty and undertaking in this clause 10; (ii) matters beyond the Company's reasonable control, including lack of network capacity, physical obstructions, atmospheric conditions and delays caused by the Company's suppliers; (iii) any defect, fault, breakdown, compatibility issues or other failure of any equipment, systems, services and/or software provided by the Customer or its agents, subcontractors or other third parties (including any Systems Integrator or other third party supplier to the Customer's customers or End Users and used with the Services; (iv) any acts or omissions of the Customer or its agents subcontractors of other third parties in respect of the Services (including any Systems Integrator of other third party supplier.
- 10.13 The Company does not warrant that the Services will be free of faults or interruptions, that the Services will be free of errors, omissions or other issues or that the Services will be timely or secure. The Customer acknowledges and agrees that matters may affect the Services that the Company cannot reasonably control, including (without limitation) lack of network capacity, physical obstructions, atmospheric conditions and delays caused by the Company's suppliers or manufacturers.

11 Disclaimer

- 11.1 To the extent permitted by applicable law, the Company excludes all warranties (including any warranties implied by law) of the Company, its SIM Card suppliers and the relevant Network Provider(s) and any liability of the Company, SIM Card suppliers and the relevant Network

Provider(s) for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Services, Systems and any other services and systems provided by the Customer and End Users.

- 11.2 To the extent permitted by law, the Company shall not be liable for services and equipment provided by the Customer or any third party which constitute: (i) a component of the Services; (ii) a component of other systems, equipment or services provided by the Customer and or any third party to the Customer and/or any End Users.

12 Intellectual Property Rights

- 12.1 All IPRs in the Services including without limitation all right, title and interest in and to all documents, data, specifications or other items relating to the Services, shall vest in and shall remain the exclusive property of the Company its SIM Card Suppliers and the relevant Network Provider(s) or its third party licensors, as applicable.
- 12.2 The Customer shall not, and shall use all reasonable endeavours to procure that End User shall not, claim ownership of any IPRs in relation to or created pursuant to the SIM Cards or the Services and shall not take any action which might infringe any IPRs or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards or the Services and the Customer shall indemnify the Company and keep it indemnified from and against all costs claims liabilities proceedings damages and expenses arising directly or indirectly as a result of any breach of the foregoing obligation by the Customer and/or End Users.
- 12.3 Any data, documents, IPRs or other information belonging to the Company its SIM Card suppliers or a Network Provider which is supplied or otherwise furnished to the Customer in connection with the performance of the MSA or otherwise shall remain the sole property of the Company its Sim Card suppliers or the relevant Network Operator to whom they belong (as the case may be).
- 12.4 The Customer acknowledges that it shall have no express or implied right to use, modify, adapt or otherwise exploit the Company, its SIM Card suppliers or the Network Providers or any other third party's IPRs, except for the right to use such IPRs for the exclusive purpose of using the Services under the MSA.
- 12.5 The Customer shall indemnify and hold the Company harmless against any claims that the use of the Services in combination with services, software or equipment not supplied by the Company infringes any other third party's IPRs.
- 12.6 The Customer shall notify the Company immediately of any infringement or apparent or threatened infringement of or any actions, claims or demands in relation to any IPRs or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards and/or the Services and the Customer shall provide (and shall use all reasonable endeavours to procure that the Customer's customers and End Users shall provide) the Company with all assistance which the Company may reasonably require in connection therewith including but not limited to the prosecution of any actions which the Company may deem necessary for the protection of any rights in relation to the SIM Cards and/or the Services and if so requested by the Company in relation to any claim or action brought against the Customer, the Customer shall authorise the conduct of the same and all negotiations for the settlement of the same by the Company, its SIM Card suppliers or the relevant Network Provider(s) if directed by the Company in its sole and absolute discretion.

13 Customer Obligations

- 13.1 The Customer shall during the Term: (i) make available appropriate personnel to liaise with the Company to enable the Company to perform the Services in accordance with these Special Terms – SIM Cards; (ii) promptly inform the Company of any defects in the Company's performance of the Services after such defects come to the attention of the Customer; (iii) comply and ensure that its customers and End Users comply with any conditions notified by Network Providers and/or the SIM Card suppliers regarding the use of the SIM Cards; (iv) immediately inform the Company if: (i) the Customer's name, address, bank account or credit card details change; or (ii) any of the Customer's SIM Card(s) are lost or stolen by calling the Helpdesk and thereafter write or fax to confirm the details.
- 13.2 The Customer shall not, and shall ensure that its customers and End Users shall not throughout the Term and after termination of the MSA: (i) use the SIM Cards (or allow it to be used) for any illegal purpose (in such circumstances the Company may report the incidents to the police or any

other relevant official organisation); or (ii) use any equipment that has not been approved for use in connection with the Services by the Company, its SIM Card suppliers and the relevant Network Provider(s) and if the Customer is not sure whether the Customer's equipment is so approved, to notify the Company immediately. The Company reserves the right, at its sole and absolute discretion, to require the Customer to satisfy the Company that any equipment to be used in connection with the Services is fit for purpose and suitable and the Customer undertakes to the Company to comply with the Company's testing and other requirements in respect of the same.

- 13.3 If the Customer acts as a Systems Integrator or other third party supplier the Customer shall keep detailed up-to-date records of all acts and things done by the Customer in relation to the provision of the Services to the Customer's customers and End Users during the Term and for a period of six (6) years thereafter, and at the Company's request, shall make such records available for inspection and/or provide copies to the Company.
- 13.4 The Customer acknowledges that if it requests a bar to be applied to any SIM Card, for any reason, that such bar will become effective within twenty four (24) hours of the Company notifying the relevant Network Provider. The Company shall notify the relevant Network Provider.
- 13.5 The Customer acknowledges that it will be responsible for all Charges incurred up to a bar taking effect in accordance with the timeframe set out in this clause 13.
- 13.6 The Company shall be entitled to rely on the Customer's non-compliance with any of the Customer's obligations in this clause 13 as relieving the Company's performance under the MSA in relation to the SIM Cards and Services if such non-compliance restricts or precludes performance of the Services by the Company.

14 Roaming Charges

- 14.1 The Customer acknowledges that in relation to international roaming Charges: (i) the Network Partner vary their roaming fees dependent upon: (a) the location of the SIM Cards; (b) whether roaming is on preferred or non-preferred networks; and (ii) it is the Customer's responsibility to ensure that the Customer, its customers and End Users each familiarise themselves with the billing increments and data usage Charges for roaming SIM Cards.

15 Updates, Suspension and Deactivation of SIM Cards

- 15.1 The Company and each Network Provider reserve the right to update SIM Cards over the air. The Company shall provide the Customer with reasonable prior notice of any planned update (except in cases where regulations or urgency would not allow this.) Under some national laws, updates require the consent of the owner of the equipment containing/user of a SIM Card. The Customer hereby expressly consents to any updates and the Customer shall make and procure to make such consent binding on any owner of such equipment/SIM Card user through a relevant licensing agreement or by other equivalent means. Where such consent is not obtained, the Company its SIM Card suppliers and/or any relevant Network Provider shall have the right to suspend transmission to and from the relevant SIM Cards.
- 15.2 The Company and each relevant Network Provider retain the right at all times to suspend or deactivate any non-upgraded SIM Cards and neither the Company nor any Network Provider accepts and liability for any consequences of such suspension.
- 15.3 The Company may suspend the Services, or any SIM Card, if any one or more of the following occur: (i) the telecommunications network and other infrastructure in place supporting the Services fails or if modification or maintenance work is being carried out in respect of the same, or such telecommunications network is unavailable for any reason; (ii) the Company does not receive full payment of any Fees or Charges due in accordance with the payment terms; (iii) the Company believes or has reasonable grounds to suspect that the Customer's equipment or SIM Card(s) are being used fraudulently or illegally or if they have been lost or stolen (in which case the Fees and Charges remain payable until the Company is notified of such fraudulent or illegal use; (iv) the Customer is otherwise in material breach of the terms of the MSA; (v) the Company reasonably anticipates that a material breach is about to occur; (vi) the Customer breaches any of its representation of warranties in clause 10 or its material obligations; (vii) at its discretion in relation to SIM Card(s) if it suspects that they have been tampered with, in any way which could render invoicing information inaccurate.

16 Fault SIM Cards – Helpdesk

- 16.1 The Company shall provide first line support to the Customer through the Helpdesk facility.
- 16.2 The Helpdesk shall be staffed by appropriately qualified personnel between the hours of 09:00 and 17:30 GMT/BST on Business Days.
- 16.3 Upon receipt of a Customer report that a SIM Card has developed a Fault, the Helpdesk shall, so far as they are able, take such steps to resolve the relevant Fault, including, remotely resetting the SIM Card.
- 16.4 Should the Helpdesk action undertaken in accordance with clause 16.3 fail to remedy the Fault, and the Fault occurs during the SIM Warranty Period the Company shall replace the faulty SIM Card free of charge.
- 16.5 Should the Helpdesk action undertaken in accordance with clause 16.3 fail to remedy the Fault, and the Fault occurs after the expiry of the SIM Warranty Period the Company reserves the right to charge a replacement fee in relation to the provision of the replacement SIM Card.

17 Reporting and use of SIM Card supplier platform

- 17.1 If the Customer has a specific query relating to data usage of a SIM Card provided and the Company deems the query to be reasonable, the Customer is entitled to request a detailed report showing the itemized data usage of the SIM Card. The Company reserves the right to charge a fee for the provision of any such report. In the event of any dispute regarding data usage of a SIM Card the Company and (if applicable) the relevant Network Provider's usage data shall be binding on the Customer and the Company.
- 17.2 In addition to the Services, the Company grants to the Customer a non-exclusive, non-transferable, revocable licence to use the SIM Card supplier's platform. The Customer acknowledges that all information on the platform is for guidance and information purposes only and cannot be relied on by the Customer for any invoicing or otherwise
- 17.3 The Company makes no representations or warranties as to the availability or accuracy of the SIM supplier's platform or information contained therein. The Company reserves the right to restrict or remove access by the Customer to the platform, or to change the look, feel, availability or content of the platform at any time.

18 Mobile number

- 18.1 The Company reserves the right to change the Customer's mobile number from time to time. The Company shall write to the Customer to let the Customer know if this is the case.

19 Liability

- 19.1 The Company shall have no liability to the Customer whatsoever for any loss or damage caused by a breach of clause 13.2.
- 19.2 Subject to the provisions of clauses 16.1. to 16.3 inclusive of the MSA, the total liability of the Company to the Customer in aggregate (whether in contract, tort, breach of statutory duty or otherwise) for any and all claims relating to or arising in relation to the SIM Cards or Services, shall be as set out in the MSA.

20 Miscellaneous

- 2.1 In the event of any inconsistency between the content of these Special Terms – SIM Cards and the remainder of the terms of the MSA, the terms of the Order Form shall prevail followed by these Special Terms – SIM Cards in relation to the SIM Cards, followed by the main terms of the MSA and then the appendices

