



Contract Customer Agreement

You are entering into an agreement for the Services on the terms and conditions of this Agreement with **Webeye Limited**, a limited company incorporated in England and Wales registered under Number 6812615 whose registered office is at **Innovation House, Kestral Road, Mansfield Nottinghamshire NG18 5FT** ("**Webeye**")

Contract Customer Agreement – I've read and agree to the following:

Key Points

- We [Webeye] are providing You with Mobile Services using approved devices, SIMs and network resources provided by Our Network Provider.
- The terms for Services only cover the terms on which You may use the Services. They do not cover Your purchase of any Device not supplied by Webeye.
- Services will be provided within Our Network Provider, or its MNO's network area and by roaming on to other networks but it's always possible that the quality or coverage may be affected at times.
- You must not use the Services for any illegal or improper purposes.
- If You don't pay Your Account on time or We reasonably believe that You haven't complied with certain terms of Your Agreement, We may Suspend or Disconnect Our Mobile Services, but You still must pay all outstanding charges (including a Cancellation Fee for disconnection).
- In addition, a failed automated payment method will be subject to a failed payment charge of £10 plus vat on each occasion said automated payment fails.
- You agree that We and Our Network Provider, or its MNO, can process Your organisation's information and users personal data, which We collect or which You submit to Us during any sales or registration process, for a number of purposes, including to open and manage an account for Services, to deliver products and services ordered by You, for security and emergency service support, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to Your preferences) as set out in Our 'Privacy Notice' in the Terms for Services.

Webeye Contract Customer terms and Conditions

These terms set out the agreement between (1) the customer whose name appears on the order form, invoice or welcome documents ('**You**', the '**Customer**' or '**Your**'); and (2) webeye Limited ('**Us**', '**We**' or '**Our**') in respect of the Services as defined below.

Please read through these terms carefully and note that capitalised words have special meanings - see the '**Definitions**' section at the start of these terms. You agree to be bound by these terms while you receive the Services and to read and comply at all times with our Privacy Policy and Detailed Price Plan Info which can be made available upon request.

DEFINITIONS

Account:	Our records of Your payments and outstanding Charges, plus Your personal details;
Additional Services:	additional or supplemental services for which a charge is made in addition to the fixed periodic Charges for the Mobile Services (if applicable);
Age Restricted Services:	any Service which are specified for use only by Customers over a specific age;
Application	Your Purchase Order, Your order via either electronic or verbal application for services;
Application form	the service application form signed or electronically or verbally confirmed by You



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Cancellation Fee:	a fee charged if We end the Agreement due to Your conduct or if You end Your Agreement within the Minimum Term. This fee may cover (without limitation) Your fixed periodic Charges for the Minimum Term, Our administrative costs, costs incurred by Us in Connecting and Disconnecting the Services and Our payments to operators including Mobile Network Operators, Network Providers, stores or agents;
Charges:	charges include (without limitation) fixed periodic charges, usage charges, excess usage charges minimum monthly spend charges, account administration fees, fees for Connection and Reconnection, a Cancellation Fee (where applicable) and any costs incurred in collecting outstanding payments from You;
Connection & Re-connection:	the process of giving You access to a Mobile Service. "Disconnection and "Re-connection" have a corresponding meaning;
Content:	information, communications, images and sounds, software or any other material contained on or available through the Services (including being contained within an SMS or MMS);
Customer:	You, or another person named by You, who is authorised to incur Charges to Your Account;
Deposit:	refundable amount that We or our Network Provider may ask You to pay before We Connect or Re-connect You to the Network or before providing any Service;
Device:	Any device capable of connecting to the Network Provider for Connection to its Network;
Messaging Services:	any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let You communicate with others;
Minimum Term:	the minimum period for the supply of Services as specified in Your Application, or any separate tariff document sent to you on application, commencing on the date of Registration. Where no period is specified in the Application a minimum period of 30 days from the date of activation will apply;
Mobile Network Operator (MNO):	the mobile network operator(s) providing network services to Our Network Provider;
Mobile Services:	the mobile services selected by You and offered by the Service Provider, which We agree to provide to You;
Network:	the electronic communications system by which the Mobile Network Operator makes Our Services available
Network Provider:	Any network provider(s) providing network services to Us;
Out of Plan Usage ("OPU")	the Charges You'll pay for each call, text or megabyte of data You have used which is outside of your monthly Plan.
Plan	the mobile plan detailing the Services You've chosen to receive and the charging rate on a particular tariff as shown on Your introduction letter and or invoice;
Plan Charge (Tariff)	the minimum monthly amount We charge you for the Plan You've chosen, as shown on Your introduction letter and or invoice;



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Premium Service:	any Mobile Services which are charged at premium rates including international calling and international roaming, which You can only access with Our prior approval;
Price List:	a list of Our current Charges, tariffs or prices which is updated from time to time and is available at Your Request;
Registration:	our acceptance of Your application for Services and Our record of Your data and any user data prior to Connection. "Register" has a corresponding meaning;
Roaming:	Meaning a Service which allows You to roam between the service providers using your device on other operators' Networks; usually applicable in foreign countries
SIM:	means the Subscriber Identity Module card containing data used to receive the Services or other device which contains Your personal telephone number, and which is programmed to allow You to access the Network;
Storage Services:	any Services which offer You storage capacity on the Network for storage of Content which You access from Us;
Suspension:	the temporary Disconnection of Services. "Suspend" has a corresponding meaning; and
Tariff Laddering	The automatic variation from the initial Tariff to a replacement tariff based upon Your excess use on said initial tariff
Third Party Content:	the Content owned or licensed by third parties.

TERMS FOR SERVICES

1 Scope

1.1 Your Agreement is made up of these standard mobile terms and conditions, the Price List and the Application Form (collectively, the "Agreement").

2 Commencement and Term

2.1 This Agreement shall commence on the date We accept Your Application to use the Mobile Services (the "Commencement Date"). Acceptance may be by Us sending a confirmation letter to you via post or email, confirming by email following an online application, or confirmation via a telephone application process or by us sending You a sim and data being transferred/used whichever is the earliest.

2.2 This Agreement shall remain in effect for at least the Minimum Term and then thereafter unless terminated earlier by either party in accordance with this Agreement.

2.3 We will automatically renew the Agreement for the same duration as the initial Minimum term without Your written consent, but the Agreement will continue as a non-fixed contract unless terminated by either party in accordance with this Agreement.

2.4 The provision of the Mobile Services commences when We Connect You.

3 About Your Agreement

3.1 It is Your responsibility to make sure the SIMs are only used to access Mobile Services as permitted in this Agreement.

3.2 It is your responsibility to keep records of the location of your SIM and any Device that the SIM is associated with.

3.3 It is Your responsibility to make sure that a Direct Debit Instruction (DDI) is in place to settle Invoices for Mobile Services. A DDI Mandate will be supplied to You in either paper or electronic format on Registration.

3.4 This Agreement does not cover the supply of Your Device or Webeye Services. The manufacturers of Devices or Webeye Services are not related to this Agreement. Any terms relating to Devices or Webeye Services will be given to You separately.

4 Variations to Your Agreement or prices

4.1 We may vary any of the terms of Your Agreement on the following basis:



- 4.2 We will let You know at least one month in advance if We decide to:
- 4.2.1 discontinue the Services; or
 - 4.2.2 make any variations to Your Agreement which are likely to be of detriment to You; or
 - 4.2.3 increase the fixed periodic percentage increase in the Retail Prices Index Figure (or any future equivalent) in any twelve month period.
- 4.3 You can end the Agreement for such variations in accordance with Section 12.1. Subject to the above, You will not be able to end the Agreement if such variation or increase is due to changes to the law, government regulation or licence which affect Us or relates solely to Additional Services.
- 4.4 If You carry on using Services after the variation commences, You will be deemed to have accepted the variation.
- 4.5 No advance notice will be given for tariff laddering of BT and EE sims that have exceeded their tariff allowance, as in the case of these specific sims this will automatically result from excess usage

5 We will provide You with a phone number SIM

- 5.1 We will open an Account for You and arrange to provide You with a SIM, and a phone, IMSI, ICCID or IMEI number as applicable (and We may agree to provide You with additional SIMs, and phone numbers on Your request). We aim to connect Your SIM Card to the Services within 5 working days of accepting your order. If You place an order for an additional service or otherwise instruct us to change the Services, We'll try our best to complete Your order as soon as possible but there may be a delay in Your order being completed. We'll not be liable to You for any costs, expenses or claims arising directly or indirectly out of such delay.
- 5.2 Our Network Provider or its MNO owns each SIM and each SIM remains their property at all times. You are being allowed to use the SIM by Us on a limited licence to enable You to access Services, in accordance with the terms of this Agreement. We or they may recall the SIM(s) at any time for upgrades, modifications, misuse or when Your Agreement ends. You can only use Our SIM to obtain Services from Us.
- 5.3 Each SIM may only be used in Devices which are enabled for Mobile Services and are authorised by Us for Connection to Our network. Any attempt to use the SIM in other Devices may result in serious damage to the Device and may prevent You from being able to use it. In these instances, We, Our Network Provider, or its MNO, are not responsible for any such damage or usage problems.
- 5.4 During the term of Your Agreement for the supply of Mobile Services, we are unable to authorise porting of your SIM to an alternative provider. In such circumstances, Service should be terminated in accordance with this Agreement.

6 Services

- 6.1 Once You are Connected, We will provide You with access to Our Mobile Services.

Limitation of Services

- 6.2 We will always try to make Mobile Services available to You. However, Mobile Services are only available within Our MNO's coverage area; Within this, there may be areas where You do not have access to all Mobile Services or where coverage is otherwise limited or unavailable.

Disruption to Services

- 6.3 There may be situations when Mobile Services are not continuously available or the quality is affected and so We cannot guarantee continuous fault-free service, for instance:
- 6.3.1 when We, Our Network Provider, or its MNO need to perform upgrading, maintenance or other work on the network or Mobile Services;
 - 6.3.2 when You move outside Our service area whilst You are on a call (in this case calls may not be maintained);
 - 6.3.3 when You are in areas not covered by Our network. In these cases, Services rely on other operators' networks where We have no control; and



6.3.4 because of other factors outside Our control, such as the features or functionality of Your Device, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

7 What You will do in return

Secure Your PIN, Passwords and SIM

7.1 Our Network Provider or its MNO owns the SIM and it remains their property at all times, You must ensure that You keep the SIM safe and secure whilst it is in Your possession and You must ensure that You are able to return it to Us, if required to do so by Us at any time, as set out in these Agreement. There will be a charge for any replacement SIM, unless it is defective through faulty design or workmanship.

7.2 If applicable, You must keep all PINs and passwords secure and confidential.

7.3 You should immediately change Your PIN or password if You become aware that someone is accessing Services on Your account without Your permission.

Responsible use of Services

7.4 You may only use the Mobile Services:

7.4.1 as laid out in this Agreement; and

7.4.2 You may resell the Mobile Services to Your customer if applicable, who will also be bound by the terms of this Agreement.

7.5 You must not use the Mobile Services, the SIM, or phone number or allow anyone else to use the Mobile Services, the SIM or phone number for illegal or improper uses. For example:

7.5.1 for fraudulent, criminal or other illegal activity;

7.5.2 in any way which breaches another person's rights, including copyright or other intellectual property rights;

7.5.3 to copy, store, modify, publish or distribute Services or content (including ringtones), except where We give You permission;

7.5.4 to download, send or upload content of an excessive size, quantity or frequency. We will contact You if Your use is excessive;

7.5.5 in any way which breaches any security or other safeguards or in any other way which harms or interferes with Our network, the networks or systems of others or Services.

7.5.6 to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that You upload; and

7.5.7 to use or provide to others any directory or details about customers.

7.6 You must always co-operate with Us and follow Our reasonable instructions to ensure the proper use and security of the Mobile Services and Your account. You must only use Devices authorised by Us for Connection to Our network and also comply with all relevant legislation relating to their use.

7.7 We may publish an acceptable use policy providing more detail about the rules for use of certain Mobile Services in order to ensure that use of Mobile Services is not excessive and/or to combat fraud. If We publish a policy, We will let You know and such a policy may be amended from time to time, for instance, if We discover that the Mobile Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain Mobile Services is causing problems for Us, Our Network Provider, or its MNO, its systems or for other users or if We introduce new services which may require certain rules to ensure that such new services can be enjoyed by Our customers. Again, We will let You know if this happens.

Responsible use of Messaging and Storage Services

7.8 If applicable, while using the Messaging Services, You must not send or upload:



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- 7.8.1 anything that is copyright protected, unless You have permission;
- 7.8.2 unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- 7.8.3 anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

7.9 We may put limits on the use of certain Services, such as Messaging Services or Storage Services. For example, We may limit the size of messages or storage space.

7.10 While We have no obligation to monitor the Messaging Services or Storage Services, if You exceed Our use limits set out in Our fair use policy, or We are made aware of any issues with Your use of these Services, (for example, if We are made aware that You are using Mobile Services in any of the ways prohibited in Section 7.8 above), We reserve the right to remove or refuse to send or store content on Your behalf.

8 Your Rights – Complaints

8.1 If You are unhappy about any aspect of Our Mobile Services, You should contact Our Customer Services. We will investigate any complaint in accordance with Our complaints handling policy, after which We will contact You with the results.

8.2 See Section 17 for information about data protection and privacy complaints.

9 Our Rights – Intellectual Property

9.1 All rights, including copyright in Mobile Services and their content, belong to Us, Our Network provider, its MNO, or Our licensed source, such as a third party content provider. We and they reserve all Our and their rights.

9.2 Our trademarks, Our Network Provider and its MNO's trademark and other related images, logos and names on the Services are proprietary marks of Us or them. We and they reserve all Our and their rights.

10 Paying Your Invoices

10.1 You must pay Us all Charges for all the Mobile Services which are accessed using the SIM(s) We or Our Network Provider have supplied to You or which are accessed using Your Device(s), whether the Services are accessed by You or by another person, with or without Your permission. If any of the SIMs or Device(s) are lost or stolen (either separately or with any of Your device), You remain responsible for all the Charges to Your Account until You tell Us what happened and arrange for Your SIM(s) and Device(s) to be deactivated.

Method of invoicing

10.2 Unless otherwise expressly stated in this Agreement, We will invoice You:

10.2.1 in advance for periodic charges (usually on a monthly basis), Connection fees and service fees (where applicable); and

10.2.2 in arrears for usage charges. Whereas usage charges due to Your usage of Our Mobile Services inside the United Kingdom are in general invoiced in the last period, usage charges due to Your usage of Our Mobile Services outside the United Kingdom may be invoiced at other times; but this may vary in certain cases.

10.2.3 In an itemised format specifying the Mobile Services provided including the SIM ICCID number or its IMSI number or its voice (telephone) number, Network and tariff. Detailed data usage is only provided if limit is exceeded. It is not possible for us to provide detailed data usage on every invoice, as this would have to be manually inputted.



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- 10.3 **VAT:** Unless expressly stated otherwise, the charges payable for the Mobile Services under this Agreement are exclusive of VAT. Where the charges are expressed to be exclusive of VAT, You must pay to Us in addition to the charges for the Mobile Services, an amount equal to any VAT payable on the supply of the Mobile Services. That additional amount is payable at the same time as any part of the Charges for the Mobile Services is payable.
- 10.4 We will invoice You on a periodic, usually a monthly, basis, but We reserve the right to change this period on at least 14 days' notice. The invoice will state the amount of Charges due, Your payment method and the due date for Your payment.
- 10.5 Charges payable by Monthly Invoice must be settled by Direct Debit Instruction.
- 10.6 We will endeavour to invoice You within the normal invoicing period, but We reserve the right to also invoice You in later invoicing periods.
- 10.7 We may also submit interim invoices or require an immediate payment if We think You have exceeded a reasonable limit on Your Account.
- 10.8 **Dishonoured Payments:** We reserve the right to terminate the Agreement without notice to You in the event: a Direct Debit Instruction provided by You in payment of that invoice is dishonoured without a valid explanation being provided by You.
- 10.9 If a payment made by direct debit is dishonoured or cancelled, We'll attempt to collect again within 5 days. In any event, each failed automated payment method will be subject to a failed payment charge of £10 plus vat on each occasion said automated payment fails. In addition We shall be entitled to charge you a compensation fee where we incur losses as a result of such dishonoured or cancelled direct debit (which may include third party charges levied on Us).
- 10.10 In the event You fail to pay Your account on time, You will be in breach of this Agreement and We may Suspend or Disconnect You from Our Mobile Services. You will have to pay any outstanding Charges including any reconnection fees if applicable. 10.10. Without prejudice to any other right or remedy available to Us, We shall be entitled to:
- 10.10.1 cancel the contract or suspend any further services to the Customer;
 - 10.10.2 charge the Customer interest compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply interest shall be payable on overdue amounts at the rate of 8% per annum above the Bank of England base rate from time to time on the amount outstanding until payment is received in full.
 - 10.10.3 Without prejudice to Our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any monies due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred with lawyers, debt collection agencies and or credit insurers. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.
 - 10.10.4 if Small Claims Proceedings are issued a minimum contribution of five hundred pound (£500.00) in addition to fixed costs of issue, will be claimed towards any costs incurred with lawyers.
- 10.11 If Your SIM is used to buy goods and services from third parties, You are responsible for paying any invoice they may send You. You will pay Us any charge which any other supplier or other person renders to Us:



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- (a) if You approach that other supplier or person directly, or otherwise than through Us; or
- (b) for connection or initiation of any Mobile Service or for cancellation of any Mobile Service.

10.12 It is Your responsibility to ensure that You are in agreement with the monthly invoice; In the event that there is any issue with the invoice as rendered it will be incumbent upon You to bring this to Our attention within three months failing which Your acquiescence will be deemed to have unequivocally confirmed the acceptance of said invoice and We will not be obliged to consider concerns raised by You after that three month period.

11 Suspension of Mobile Services

11.1 We may Suspend any or all of the Mobile Services You use without notice if:

- 11.1.1 We reasonably believe You have provided Us with false or misleading details about Yourself;
- 11.1.2 We advise You that Your excessive use of the Mobile Services (as may be defined in accordance with Section 7 above) is causing problems for other users, and You are continuing to use the Mobile Services excessively;
- 11.1.3 We believe Your Device, SIM has been lost or stolen;
- 11.1.4 We reasonably believe that You have used the Mobile Services, the SIM(s), or a phone number for illegal or improper purposes in contravention of Our responsible use requirements in Section 0 above;
- 11.1.5 We receive a serious complaint against You which We believe to be genuine (for example, if We receive a complaint that You are using Mobile Services in any of the ways prohibited in Section 7). If this happens, We will deal with the complaint in the manner set out in Section 8;
- 11.1.6 We are required to suspend Your Services by the emergency services or other government authorities; or
- 11.1.7 We reasonably believe You have permitted Your Device to be unlocked via any unauthorised manner and/or have not paid any relevant Charges due in contravention of Section 10 above.

11.2 If We Suspend any or all of Your Mobile Services, You may still be able to make emergency calls (unless they have been Suspended at the request of the emergency services).

11.3 If Your Services are Suspended, We may agree to re-Connect You if You ask Us to do so and there may be a re-Connection Charge for this.

11.4 Exceeding Plan Usage

- 11.4.1 We may temporarily suspend the Services where Your Out of Plan Usage is exceeded and will consult whether You should be moved to a more appropriate plan.
- 11.4.2 If the Services are suspended, this Agreement will still continue. You must pay all Charges under this agreement during any period of suspension until the Agreement is ended including all monthly (or other periodic) line rental charges for any Minimum Period which continues to run.
- 11.4.3 If We elect to suspend the Services (You'll still be able to make 999 and 112 calls) rather than to terminate them as a result of your breach of the terms of this Agreement, We reserve the right not to provide them again until You confirm that You'll use the Services only in accordance with the terms of this Agreement.
- 11.4.4 If We reasonably believe that in exceeding Plan usage that You haven't complied with certain terms of Your Agreement, We may Suspend or Disconnect Our Mobile Services, but You still must pay all outstanding charges (including a Cancellation Fee for disconnection).

12 Ending this Agreement and Disconnection of Services

12.1 You may end this Agreement in the following ways:



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12.1.1 By giving written notice to **services@webyecms.com** on any date prior to the end of the current billing term. Charges for cancelled services will cease at the end of the current bill period. No credits or additional charges will be raised with the exception of any usage charges incurred.

12.1.2 On 30 days' notice, outside the Minimum Term. You can end the Agreement if Your Agreement does not contain a Minimum Term, or if You want to end the Agreement at the end of Your Minimum Term or any time after Your Minimum Term has expired, provided You give notice to Our Services Department in writing specifying the Phone or SIM Serial Number at least 30 days before the date You want to end the Agreement. The ending of a

Mobile Services Agreement does not automatically end any associated Webeye Services agreements.

12.1.3 You can end the Agreement within 30 days of Us telling You about a variation to Your Agreement which is likely to be of detriment to You. You must give us at least two calendar week's written notice that You are rejecting the variation and terminating the Agreement or services covered by the variation.

12.2 We may end this Agreement in the following ways:

12.2.1 On 30 days' notice, outside the Minimum Term.

12.2.2 If Your Agreement does not have a Minimum Term, or the Minimum Term has expired, We can end this Agreement by giving at least 30 days' notice of ending the Agreement.

12.2.3 Because of Your conduct.

12.2.4 In the event of any of the following, We may end Your Agreement immediately and You have to pay all the Charges You owe up until We Disconnect You:

12.2.4.1 if We have the right to Suspend Your Services on any of the grounds in Section 7 and We believe that the grounds are serious and have not been, or are unlikely to be, rectified;

12.2.4.2 if We believe that Your use of Our Services, is jeopardising the operation of Our, Our Network Provider's, or its MNO's network, or are of an unacceptable nature; or

12.2.4.3 in the event of Your bankruptcy, insolvency or death.

12.2.5 No network access or Services. We may end Your Agreement if We no longer have access to other operators' networks which We need to provide Mobile Services, or if We are no longer able to provide Mobile Services due to factors beyond Our control or because We cease business.

12.2.6 Once You are Connected, You can only end this Agreement in the ways set out in this Section 12. However, if You are a consumer, any statutory rights which You may have, which cannot be excluded or limited, will not be affected by this section. For more information on Your statutory rights, contact Your local authority Trading Standards Department or Citizen's Advice Bureau.

13 Effect of this Agreement ending

13.1 If this Agreement ends, We shall have the right to transfer Your Account to another provider, or at Our sole discretion to close Your Account and Disconnect You and You will not be able to use the Mobile Services or make emergency calls. This is without prejudice to Your rights under Section 14 to request a transfer to another supplier.

13.2 You must immediately pay all Charges You owe up to the date the Agreement ends. If We end the Agreement due to Your conduct or if You end Your Agreement within the Minimum Term, the Charges may include a Cancellation Fee.



13.3 The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement.

13.4 Save as expressly set out in this Agreement, termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any statutory or accrued rights or liabilities of either party.

14 **Transfer of Services to another Supplier**

14.1 During the term of Your Agreement for the supply of Mobile Services, We are unable to authorise porting of your SIM to an alternative provider. In such circumstances, the service should be terminated in accordance with this Agreement.

14.2 We are unable to take over Mobile Services provided to You by an alternative provider under any circumstances

15 **Changing the Agreement**

15.1. We may change or withdraw Services at any time, and We may change or introduce new terms to this Agreement at any time. If We do, we'll give You at least 30 days' notice of these changes unless We believe such changes will not disadvantage You or which You don't regularly use. If these changes are to Your material detriment, You have a right to end this Agreement without paying Early Termination Fees and We'll tell You if You do.

15.2. We may change or introduce new charges for Services (which may include Charges for Out of Plan Services) if we increase our Charges, We'll give You at least 30 days' notice by email, text or other form of electronic message.

15.3. We can increase Your Plan Charge or any other Charge, if We are required to do so as a result of statutory instrument, government regulation or any new taxation which We need to pass onto You as a matter of law.

15.4. We may increase Charges for Out of Plan Services and if the increase is to Your material detriment You will be able to end the Agreement early without paying Early Termination Fees and We'll tell You if You do.

16 **Liability**

Limits on Our liability

16.1. We'll not be liable under this Agreement for any loss or damage caused by circumstances where:

- 16.1.1 there is no breach of a legal duty of care owed to You by us;
- 16.1.2 such loss or damage is not a reasonably foreseeable result of any such breach; or
- 16.1.3 such loss or damage results from the breach by You of any term of this Agreement.

16.2 Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

16.3 Nothing in this Agreement shall:

- 16.3.1 exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or
- 16.3.2 limit your rights as a consumer under applicable UK law.

16.4 All Services are provided on a commercially reasonable basis. Although we'll provide the Services with reasonable skill and care, We make no warranty that the Services will meet Your exact requirements or that they will always be available.

16.5 Each provision of this Clause 16 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after the Agreement has been terminated or cancelled.



Services – Area where We have no responsibility

16.6 We will try to ensure the accuracy, quality and timely delivery of the Mobile Services. However:

16.6.1 We, Our Network Operator and its MNO, accept no responsibility for any use of, or reliance on, the Mobile Services or their content, or for any disruptions to, or any failures or delays in, the Mobile Services. This includes, without limitation, any alert Services or virus detection Services; and

16.6.2 subject to Section 0 We, Our Network Operator and its MNO, do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Mobile Services or their content. They are provided to You on an 'as is' basis; and

16.6.3 We, Our Network Operator and its MNO, cannot provide You with details of SIM or Device location, Site Name or any other Location information. You can provide this information to us to record on your invoice, however it is your responsibility to update Us if the information changes.

16.6.4 We, Our Network Operator and its MNO, are not providing You with advice of any kind (including without limitation investment or medical advice). Where Services contain investment information, We do not make invitations or offer inducements to enter into any investment agreements.

16.7 We, Our Network Operator and its MNO, will not be liable:

16.7.1 for any loss You may incur as a result of someone using Your PINs or passwords, with, or without, Your knowledge; or

16.7.2 if We or they cannot carry out Our duties, or provide Services, because of something beyond Our control.

Others' content and services – Areas where We have no responsibility

16.8 You may be able to use Mobile Services:

16.8.1 to upload, email or transmit content using the Mobile Services; and

16.8.2 to access content which is branded or provided by others and to acquire goods and services from others.

16.9 Where We, Our Network Provider or its MNO provide You with such access, all We do is transmit the content to You and neither Us nor them prepare or exercise control over the content, goods or services. We, Our Network Provider and its MNO are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.

16.10 This Section 16 will still apply even after this Agreement has ended.

17 Privacy Notice and Your Information

This document is intended to be read in conjunction with the [Webeye Data Protection Policy](#).

We will only use Your personal information in accordance with this section which adheres to our [Data Protection Policy](#) and applicable UK data protection and privacy legislation. Please read all of this section and feel free to contact Us at the address below with any questions.

17.1 Whenever You provide Us with personal information about Yourself You agree that it will be true, complete and accurate. You must tell Us if this information changes.

17.2 If You provide Us with information about another individual or register a phone in the name of another individual, You must have their agreement to do so or be acting with legal authority.

17.3 If We reasonably believe that You have supplied Us with false or inaccurate information, or if We suspect fraud, We may delay Your Connection or suspend Your access to the Mobile Services until an investigation has been completed to Our satisfaction.



“Your Information”

17.4 By “Your Information” We mean information that You give Us or that We obtain about You as a result of any application or registration for, and use of, the Mobile Services. It may include Your name, current and previous address(s), date of birth, telephone and fax numbers, gender, email address, employment and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide services to Us, and may include information from other countries.

17.5 While You are a customer of Us, We and/or those who provide services to Us will also acquire and process information about Your use of the Mobile Services, including Location Data, Your Communications Data, Your mobile telephone number the unique code identifying Your phone and SIM, and Your account information including contact history notes.

17.6 Some of the information We collect about You may be classified as “sensitive” (such as visual or hearing impairments) and We will ask Your permission if We wish to use or share this information;

Use of “Your Information”

17.7 We may process “Your Information” for a number of purposes including:

17.7.1 Credit Referencing, Identity Checks and Fraud Prevention

17.7.1.1 We may make searches about You at credit reference agencies who will supply Us with credit information, as well as information from the Electoral Register, to help Us to decide whether to accept Your application or future applications, and to verify Your identity.

17.7.1.2 We may also disclose details of Your Agreement with Us, the payments You make under it, account balances and information about any default, dispute, and debts to credit reference agencies. We will also disclose details of any change of address reported to Us or of which We become aware. Credit searches and the information supplied by Us and held by credit reference agencies is used by Us and other organisations to help make decisions about other credit applications by You or other members of Your household or your business/organisation with whom You are linked financially to trace debtors, recover debts, to prevent and detect fraud and to manage Your account.

17.8 We may also check and share Your details with fraud prevention agencies, and We will record (and pass to the fraud prevention agencies) details of any false or inaccurate information provided by You or where We suspect fraud. Records held by fraud prevention agencies will also be used by Us

17.8.1 and other organisations to help prevent fraud and money laundering, for example. Those fraud prevention agencies may disclose information to law enforcement agencies where requested and necessary for the investigation of crime. We and other organisations may access and use (from a country other than the UK) the information recorded by fraud prevention agencies.

17.8.2 We may also use and share Your details for the collection of any debts owed by You. This may include the use of debt collection agencies to collect debts on Our behalf or may include the assignment of debts to a third-party company. The assignment of debts will involve the sale of Your debt and account information to a third party company – this information may include Your name, address and contact data, year of birth, debts owed, payment history and other information necessary to help recover the debt.

17.8.3 We may also pass and share information to other communications service providers and network operators for the detection and prevention of theft and fraud. You can ask Us at any time for details of the credit reference and fraud prevention agencies to whom We disclose and obtain information about You.

17.8.4 **Account and Service Management**

17.8.4.1 to process applications, registrations or orders made by You, to create and administer accounts, to calculate and charge for the Mobile Services, to produce any necessary



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invoices or invoicing statements, and to provide customer services including the management of any complaints or queries;

17.8.4.2 to supply any products, services or information requested by You and/or which We may provide;

17.8.4.3 usage and invoicing management;

17.8.4.4 to update Your Device remotely “over the air” with software updates and to investigate and resolve any Mobile Service-related queries made by You;

17.8.4.5 to process data revealing the geographic location of Your Device in order to provide location-based services requested by You and which may be provided by Us or by third parties on behalf of Us, or where You request location-based services directly from third parties; Your location data will always be transmitted when calling the emergency services in the UK;

17.8.4.6 We may monitor and record calls and messages from You and Our Customer Services for training and quality purposes;

17.8.4.7 please be aware that when You call Us, Your phone number may automatically be presented to Us so that We may be able to provide You with integrated customer services and for security purposes.

17.8.5 Marketing and keeping You informed

17.9.5.1 to keep You informed about Our services, developments, pricing tariffs, special offers, and any discounts or awards which We believe may be of personal interest to You, or which You may be entitled to. We may keep You up to date directly to Your Phone, and by post, telephone and by voice, audio and videomail subject to any preferences indicated by You. You can contact Us at any time to ask Us not to use Your location or “communications data” for marketing purposes or if You would prefer not to receive direct marketing information, or simply to update Your preferences by writing to or calling Us, by sending an email to sales@webeyecms.com; (iii) to tell You about the products and special promotions of carefully selected partners (subject to Your preferences) and allow You to receive advertising and marketing information from them but without passing control of Your information to the third party concerned. You can update Your preferences at any time as described above;

17.9.5.2 to carry out market research;

17.9.5.3 to carry out activities necessary to the running of Our business, including system testing, network monitoring, staff training, quality control and any legal proceedings; and

17.9.3.4 to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.

17.10 We may share Your information with other members of Our group of companies, and with Our, or their, partners, associates, agents and contractors who provide services to Us, and for the purposes of pursuing Our legitimate interests, including people who are interested in buying Our business. These may include people and companies outside the UK.

17.11 We may also use data processors, some of whom may be based outside the UK, to process data on Our behalf and who provide specific services to Us and Our group of companies. If We do this, We will ensure that Your information is processed to the same standards adopted by Us;

17.12 If You use Our Services from a country outside the UK it may be necessary to transfer Your information to that country where the treatment of Your personal information may be subject to laws and regulations applying in that country and which may not protect Your information to the same standards applying in the UK.

17.13 We may retain Your information for as long as is necessary for the purposes detailed in this notice and until charges for services cannot be lawfully challenged and legal proceedings may no longer be pursued. Generally



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- 17.13.1 All client data shall be retained for a minimum period of two years.
- 17.13.2 All data of ARC external communications shall be retained for a minimum period of three months.
- 17.13.3 A log of operator actions shall be retained for a minimum period of two years.
- 17.13.4 Your account information will be kept after Your relationship with Us ends to comply with legal and regulatory obligations.

17.14 You must keep any passwords and PIN numbers relating to Your Account and the Mobile Services safe and secure. You must not share them with anyone else. If You find or suspect that anyone else knows Your passwords or PIN numbers, or can guess them, You must contact Us immediately and ask Us to change them. This is Your responsibility;

17.15 You have the right to obtain a copy of personal data which We may hold about You. Please write to the **Data Protection and Privacy Officer**, Innovation House, Kestral Road, Mansfield Nottinghamshire NG18 5FT. Alternatively, email: services@webeyecms.com. We may ask You to provide proof of Your identity and residence and may charge £10 to cover Our administrative costs.

17.16 If You have any questions about this notice or the way in which Your information is processed, please contact the **Data Protection and Privacy Officer**, by writing or sending an email to the above addresses.

17.17 If We change this notice We will post the amended version on Our website so You always know how We will collect, use and disclose Your information. See www.webeyecms.com

18 Notices

18.1 Notices given under this Agreement must be in writing and may be delivered by hand, courier or first class post, by fax or e-mail:

18.1.1 to Us at the relevant address provided during the Registration process or any alternative address which We notify to You;

18.1.2 to You at the relevant postal or email address provided as part of the details which You submit during the Registration process or any alternative address that You provide to Us.

19 Other terms

19.1 This Agreement is governed by English Law. Each of Us agrees to only bring legal actions about this Agreement in an English court.

19.2 If You, or We or Our Network Provider, or its MNO, delay, or do not take action to enforce Our respective rights under this Agreement, this does not stop You, or Us or them, from taking action later.

19.3 If any of the terms in this Agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.

19.4 We may assign or transfer Our rights and obligations under Your Agreement to a party who agrees to continue complying with Our obligations under this Agreement, provided that Your rights under the Agreement or any guarantees given by Us to You are not affected. No other person (other than Our assignee, if any) may benefit from this Agreement.

19.5 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case We may have to change Your phone number for Services.

19.6 You confirm that You have full contractual capacity to agree to the Agreement.

Third Party Rights

19.7 This Agreement is entered into by Us for the benefit of Us, Our Network Provider, and its MNO.

19.8 (For the purposes of the Contracts (Rights of Third Parties) Act 1999) it is intended that Our Network Provider and its MNO will have the right to enforce any rights conferred on it under this Agreement and,



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to that extent, Our Network Provider and the MNOs will have the same rights against You as would be available if they were a party to this Agreement.

19.9 This Agreement constitutes the entire Agreement between Us and You and there are no other oral or written understandings or agreements between US and You to the subject matter of this Agreement. Any representation(s) (unless they have been made fraudulently) not specifically contained in this Agreement made prior to entering into this Agreement do not survive subsequent to the execution of this Agreement.