

Business Customer Terms and Conditions

These Business Customer Terms and Conditions ("**Terms and Conditions**") are between Plan.com Communications Limited trading as Plan.com incorporated and registered in the Isle of Man with company number 010273V whose registered office is at 2nd Floor IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP ("**Plan.com**") and the business customer named in the Order Form (the "**Customer**"). Each a "**Party**" and together the "**Parties**".

1. Structure And Order Of Precedence

- 1.1. Capitalised terms, unless they are otherwise defined, have the meanings given to them in Condition 38 of these Terms and Conditions.
- 1.2. These Terms and Conditions together with the Order Form and the associated Service Specific Conditions and the Customer Guide(s) constitute the agreement for the provision of the Services ("**the Agreement**") which applies in respect of the provision of the Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are or may be implied by trade, custom, practice or course of dealing.
- 1.3. If it is found that there is an inconsistency between the Order Form, these Terms and Conditions, the Service Specific Conditions and/or any Customer Guide(s) made available by Plan.com from time to time, the documents shall be interpreted in the following order of precedence:
 - 1.3.1. the Service Specific Conditions;
 - 1.3.2. these Terms and Conditions;
 - 1.3.3. the Order Form; and
 - 1.3.4. the Customer Guide(s).

2. Commencement And Term

- 2.1. The Agreement shall commence on the Commencement Date.
- 2.2. Each Service shall commence on the Service Commencement Date and unless terminated earlier in accordance with these Terms and Conditions shall continue for the Service Term. If the provision of a Service terminates before the end of its Service Term, the Customer may be required to pay a Termination Fee.
- 2.3. Subject to any Service Specific Conditions and the provisions of Condition 2.4, on the expiry of its Service Term each Service shall continue thereafter until terminated on one month's written notice from either Party or until otherwise terminated in accordance with these Terms and Conditions.
- 2.4. At any time before or after the expiry of a Service Term the Customer and Plan.com may agree a renewal or extension of the Service Term, in which case any Service Term agreed as part of that renewal or extension will apply

as the Service Term from the date the renewal or extension comes into effect.

3. Supply Of The Services And/or Equipment

- 3.1. In consideration of the Customer paying the Charges and fulfilling all its commitments as required under the Agreement, Plan.com shall supply the Services and/or the Plan.com Equipment (as applicable) in accordance with the terms of the Agreement.
- 3.2. Plan.com will supply the Services and/or Plan.com Equipment with the reasonable skill and care of a competent telecommunications service provider.
- 3.3. Plan.com does not guarantee that the Services will be provided uninterrupted or fault free and the Customer understands that from time to time faults, including faults which may recur and have no identifiable cause may occur. Plan.com will not be responsible for the performance of the Services when the Customer is overseas, or outside the Network range.
- 3.4. If the Customer reports a fault in the Services, Plan.com will address the fault in accordance with the obligations in the relevant Service Specific Conditions. If the Customer reports a fault and Plan.com finds that there is none or that the Customer has caused the fault, Plan.com may apply a Charge. This Charge may be set out on the Portal and if not, will be based on Plan.com's reasonable costs.
- 3.5. Plan.com will use reasonable endeavours to provide the Services within any time periods and/or by any date indicated to Customer, but all time periods and dates (including the Target Delivery Date) are estimates only and Plan.com will have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.
- 3.6. Where a Service allows access to the internet the Customer understands and agrees that the use of the internet is at the Customer's own risk.
- 3.7. Plan.com or a Network Operator may monitor and record its communications with the Customer, including emails and phone conversations. Information collected by Plan.com or a Network Operator shall be stored and processed in accordance with Plan.com's Privacy Policy and may be used for training purposes, quality assurance, to record details about the Services ordered by the Customer or in order for Plan.com to meet Plan.com's legal and regulatory obligations generally.
- 3.8. Plan.com may amend, replace, suspend or discontinue any of the Services at any time but Plan.com will, where practicable, provide the Customer with reasonable advance notice having regard to the nature of the change.

4. Customer's Obligations

- 4.1. In entering into the Agreement and using the Services and/or Equipment, the Customer will not use or permit the Services and/or Equipment to be used:
 - 4.1.1. for any illegal, immoral, indecent, defamatory, fraudulent, menacing, offensive, criminal or unlawful purpose or in any way which is unlawful, fraudulent or in breach of any legislation;
 - 4.1.2. in any way that may infringe any intellectual property rights;

- 4.1.3. in any way that may be in breach of any obligation of confidence, privacy or any other rights;
 - 4.1.4. to make nuisance calls;
 - 4.1.5. contrary to any instructions which Plan.com or a Network Operator issues for reasons of health, safety or the quality of the Service or the quality of any other telecommunications services provided);
 - 4.1.6. to spam or to send unsolicited advertising or promotional material;
 - 4.1.7. in a manner which may damage the reputation of Plan.com, the reputation of the Services or otherwise bring Plan.com into disrepute;
 - 4.1.8. in a manner which may damage the Network or put the Network at risk;
 - 4.1.9. to abuse or threaten Plan.com's staff;
 - 4.1.10. with equipment other than Plan.com Equipment or other Equipment approved for use with the Network and then only in accordance with any terms of the Agreement;
 - 4.1.11. to gain access to the services of a Third Party voice over internet protocol calling provider unless Plan.com has provided its prior written consent;
 - 4.1.12. to access or use content in away that infringes the rights of Plan.com or others; or
 - 4.1.13. otherwise than in accordance with Plan.com's and any other Network Operators' policies for acceptable use, fair use and any relevant internet standards and the Customer will comply with Plan.com's instructions to remedy any breach by the Customer of such policies and standards.
- 4.2. If Plan.com or a Network Operator considers that the Customer or User is using any Service for the purposes listed in Conditions 4.1.1 to 4.1.5 Plan.com will notify the Customer that its service will be disconnected if it continues to use the Service for any such purposes. If the Customer continues to use the Service for any of the purposes listed in Conditions 4.1.1, the relevant Service will be disconnected by Plan.com or the Network Operator. The Customer will indemnify Plan.com and the Network Operator against all loss, damages, reasonable costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Plan.com or the Network Operator by a third party if there is a breach of this Condition 4.
- 4.3. The Customer will, and will ensure any User (or anyone having access to the Services), will:
- 4.3.1. provide Plan.com with such information about its use of the Services as Plan.com may reasonably require and Plan.com will be entitled to rely on the accuracy of that information in providing the Services;
 - 4.3.2. comply with all of Plan.com's reasonable instructions (including in relation to health and safety, security, use of Network and fair usage policies) from Plan.com relating to use of the Services and/or Equipment;

- 4.3.3. not use the Services in a manner which, in Plan.com's opinion, will (or is likely to) adversely affect the provision of the Services to the Customer or Plan.com's other customers or users of the Network;
 - 4.3.4. not use the Services and/or Equipment in a manner which is inconsistent with the terms of the Agreement or a reasonable customer's good faith use of the Services or the Network;
 - 4.3.5. not operate, whether directly or through a Third Party, any device to route or re-route voice, data or other Services on, from or to the Network;
 - 4.3.6. not, and will not permit any Third Party or User to, do anything that may interfere with the Network;
 - 4.3.7. not connect or permit any Third Party to:
 - 4.3.7.1. connect any GSM Gateway to the Network; or
 - 4.3.7.2. operate or permit others to operate any device to route or re-route voice, data or other Services on, from or to the Network, including but not limited to a GSM Gateway;
 - 4.3.8. not sell or attempt to sell or otherwise provide commercial services the same as or similar to the Services using the Network to any Third Party without Plan.com's express prior written consent;
 - 4.3.9. not use, or permit any Third Party to use a device used to forward or divert calls to avoid or reduce the Charges without the prior written consent of Plan.com;
 - 4.3.10. notify Plan.com of any methods of doing business which may affect the Customer's use of the Services or the Customer's ability to comply with the terms of the Agreement;
 - 4.3.11. subject to Condition 5 (Customer Affiliates) not resell or distribute the Services;
 - 4.3.12. by using the Services, consent to Plan.com's copying and/or modifying of images or information the Customer may have created where such copying and/or modification is carried out for the purposes of transmission;
 - 4.3.13. not access any age restricted services unless the Customer is of the required age. If the Customer is permitted to access age restricted Services, the Customer must not show or send content from the age restricted services to anyone younger than the specified age. If the Customer permits anyone under the specified age to use the Services and/or Equipment, the Customer must deactivate access;
 - 4.3.14. comply with all Applicable Laws; and
 - 4.3.15. comply with any applicable Fair Use policy that Plan.com may issue from time to time.
- 4.4. The Customer shall take such actions as Plan.com may reasonably require to set up an online account for billing purposes on the Portal and shall ensure information provided by it on the Order Form or as otherwise requested by Plan.com is complete and accurate. Plan.com will not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a

result of the Customer failure to provide Plan.com with the required information and/or assistance. The Customer will reimburse Plan.com for any administrative charges that it incurs as a result of information that it receives in accordance with this Condition that is incomplete or inaccurate.

- 4.5. The Customer agrees and acknowledges that Plan.com and/or a supplier of Plan.com may monitor and record:
 - 4.5.1. calls to 999 and 112 services; and
 - 4.5.2. calls or other communications relating to Plan.com's customer services and telemarketing.
- 4.6. The Customer warrants to Plan.com that the Customer will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by Plan.com under the Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.
- 4.7. Any failure to comply with any of the points in this Condition 4 may entitle Plan.com to either suspend the Services or terminate the Agreement in which case the Customer may have to pay a Termination Fee.

5. Use Of Services By Customer Affiliates

- 5.1. The Customer may permit its Affiliates to use the Services supplied by Plan.com to the Customer under the Agreement. The Customer will procure that its Affiliates are aware of and comply with the terms of the Agreement. The Customer will be liable to Plan.com for and indemnify Plan.com against any and all:
 - 5.1.1. claims, losses and expenses suffered or incurred by Plan.com as a result of a breach of a term of the Agreement resulting from the Customer's Affiliates' use of the Services; and
 - 5.1.2. losses, costs and expenses resulting from any claims against Plan.com made by any of the Customer's Affiliates (or any other Third Party whom the Customer has permitted to use a Service and/or Equipment) to the extent that such claims exceed the financial caps and other limitations on liability of Plan.com as set out in the Agreement.
- 5.2. The provisions of Condition 5.1 will remain in full force and effect notwithstanding any termination of the Agreement.

6. Management Of The Services

- 6.1. Plan.com shall, upon the Customer entering into the Agreement, provide the Customer with access to the Portal subject to the terms and Conditions of the Agreement or the Portal User Guide or any fair use terms set out on the Portal.
- 6.2. Plan.com may, upon request by the Customer, provide an Authorised User with a username and password.
- 6.3. The Customer shall:
 - 6.3.1. undertake that each Authorised User will keep its username and

- password secure;
 - 6.3.2. not allow anyone to use the Portal who is not an Authorised User;
 - 6.3.3. update Plan.com if the number or identity of Authorised Users changes;
 - 6.3.4. use all reasonable endeavours to prevent any unauthorised access to, use of or dissemination of any information contained within the Portal and, in the event of any such unauthorised access, use or dissemination, promptly notify Plan.com; and
 - 6.3.5. shall be liable for all acts or omissions of an Authorised User.
- 6.4. Plan.com may, in its sole and absolute discretion, reject any Orders submitted on the Portal and Plan.com shall not incur any obligation to the Customer or to any third party by rejecting an Order. Plan.com will use its reasonable endeavours to notify the Customer of its decision to accept or reject an Order within a reasonable period of time. Any failure on the part of Plan.com to provide such notification does not constitute Plan.com's acceptance of the Order.
- 6.5. An Order shall only become a legally binding contract and considered to be accepted once Plan.com has notified the Customer that (i) an Order has been properly completed on the Portal; (ii) Plan.com can fulfil the request for Services within the Order; and (iii) Plan.com has accepted the Order either by written notice or by fulfilling the Order.
- 6.6. Each accepted Order shall form a separate contract and shall be on these Terms and Conditions and the relevant Service Specific Conditions in force at the date of the Order.
- 6.7. Once an Order has been accepted, the Customer acknowledges that a Network Operator or other third party supplier may contact it directly in relation to the Services, including in relation to quality checks.
- 6.8. The Customer may cancel the Order or any part of it at any time:
- 6.8.1. before Plan.com confirms acceptance of the Order in accordance with Condition 6.5;
 - 6.8.2. before the Target Delivery Date of the Services
- provided that the Customer may be required to pay Plan.com any cancellation charges specified in the Order.

7. Plan Support

- 7.1. Plan.com shall provide Plan.com Support in relation to each of the Services to the extent set out in in the relevant Service Specific Schedule.
- 7.2. If the Customer wishes to report a problem or fault with any Service which is subject to Plan.com Support it may do so as follows:
- 7.2.1. via my.plan by clicking on the Plan.com Support icon;
 - 7.2.2. by email to customerservice@plan.com; or
 - 7.2.3. by telephone by calling 03300 888990.

8. Allocated Numbers, Ip Addresses And Codes

- 8.1. As part of the Services Plan.com may allocate the Customer numbers, IP addresses and other codes.
- 8.2. Nothing in the Agreement will be construed as transferring from Plan.com to the Customer any ownership of any numbers, IP addresses or other codes or to grant the Customer the right to sell or dispose of a number, IP address or other code. All the Customer's rights to use such numbers, IP addresses or other codes will cease upon termination of the Agreement or the relevant Services.
- 8.3. The Customer acknowledges that Plan.com may change the numbers, IP addresses or other codes it has allocated to the Customer. Plan.com will (where reasonably practicable) provide the Customer with reasonable notice of such a change.
- 8.4. The Customer will comply with any and all instructions for use of any number, IP address or other code issued by Plan.com or a Third Party provider of that number, IP address or other code. Plan.com will (where reasonably practicable) provide the Customer with reasonable notice of such instructions.

9. Charges, Invoicing And Payment

- 9.1. In consideration for the performance by Plan.com of its obligations under the Agreement, the Customer shall pay the Charges in accordance with the payment terms set out in the Agreement.
- 9.2. Unless otherwise agreed with the Customer, Plan.com will issue electronic invoices on a monthly basis. The Customer may request to receive invoices by post, subject to payment by the Customer of any applicable administrative or other Charge stipulated by Plan.com.
- 9.3. The Customer will pay each invoice issued by Plan.com under the Agreement (including any invoice relating to Termination Fees) within 14 days of the date of invoice in full without any deduction or set off.
- 9.4. The Customer will pay monthly:
 - 9.4.1. in advance for subscription, rental and other recurring Charges (including inclusive usage Charges); and
 - 9.4.2. in arrears for usage (excluding inclusive usage Charges), connection and other non-recurring Charges.
- 9.5. All Charges payable by the Customer under the Agreement are exclusive of value added tax or other sales tax or duty which, if payable, shall be paid by the Customer at the prevailing rate.
- 9.6. Unless agreed otherwise in writing with Plan.com, the Customer shall set up a direct debit enabling Plan.com to take payment direct from the Customer's bank account specified in the Order Form. Plan.com may charge the Customer for all additional costs of processing non-electronic payments, including but not necessarily limited to all charges and costs incurred as a result of any unpaid direct debits returned by the bank for reason "return to payor".
- 9.7. If the Customer cancels its direct debit arrangement with Plan.com and does not arrange an alternative payment mechanism acceptable to Plan.com and all outstanding invoices due by the Customer to Plan.com are not paid and fully settled within 14 days, the Customer will have materially breached the terms of the Agreement, and Plan.com shall be entitled to terminate the Agreement in

accordance with Condition 23.4.1.2

- 9.8. If the Parties agree that payments of the Charges to Plan.com are to be made by debit or credit card and if payments of such Charges are not made on the due date, Plan.com is authorised to debit the Customer's nominated debit or credit card company with all Charges due and payable to Plan.com.
- 9.9. Plan.com may set-off, withhold, counterclaim for or deduct from any sums which Plan.com owes to the Customer against any sums which the Customer owes to Plan.com, whether under the Agreement or otherwise.

10. Late Payment

- 10.1. Without prejudice to any other rights a Party has under the Agreement, if the other Party fails to pay amounts due under the Agreement by the due date then interest on overdue amounts shall accrue at the rate of 4 per cent over the base rate of Royal Bank of Scotland, from time to time from the due date until the date on which payment is made (calculated on an annual basis but accruing daily) both before or after judgment.
- 10.2. If the Customer fails to pay any Charges by their due date then Plan.com may:
 - 10.2.1. suspend the provision of all or any of the Services until such time as all outstanding amounts due to Plan.com, including all interest accrued has been paid in full;
 - 10.2.2. withhold any sums owed by Plan.com to the Customer, or offset these against the outstanding payment; or
 - 10.2.3. exercise its rights of termination pursuant to Condition 23.4.1.2 below.

11. Credit And Credit Checking

- 11.1. The Customer shall, within ten (10) Business Days after any request, provide Plan.com with any financial information as reasonably requested by Plan.com.
- 11.2. Plan.com may, in accordance with the terms of the Agreement, credit assess the Customer from time to time as reasonably required to ascertain the Customer's credit worthiness and any risk as part of the Order process.
- 11.3. In order to manage the Customer's Plan.com account Plan.com may make periodic searches the Customer and the Customer Affiliates against:
 - 11.3.1. Plan.com's existing records;
 - 11.3.2. business records at credit reference agencies ("Credit Agencies") including both public (including the electoral register) and fraud prevention information. When Credit Reference Agencies receive a search from Plan.com they will place a search footprint on the Customer business credit file that may be seen by other lenders;
 - 11.3.3. records held by fraud prevention agencies ("Fraud Agencies"); and
 - 11.3.4. if the Customer's representative is also a statutory director, Plan.com may seek confirmation from Credit Agencies that the

residential address provided to it is the same as that shown on the restricted register of directors' usual addresses at Companies House.

- 11.4. If the Customer does not pay the Charges when they become due and payable, Credit Agencies may record the outstanding debt which will remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by Credit Agencies and Fraud Agencies to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.
- 11.5. If the Customer gives Plan.com false or inaccurate information and Plan.com suspects or identifies fraud Plan.com will record this and may also pass this information to Fraud Agencies and other organisations involved in crime and fraud prevention.
- 11.6. If the Customer requests it, Plan.com will provide the Customer with contact details for the Credit Reference Agencies which Plan.com uses in the UK. Details of the relevant Fraud Agencies are available from Plan.com on written request.

12. Credit Limit And Security Deposit

- 12.1. Plan.com may apply a limit or vary a limit to the Customer's Credit under the Agreement at any time.
- 12.2. Plan.com may, from time to time, require the Customer to pay to Plan.com a deposit as security for payment of the Charges ("**Security Deposit**") and/or amend the payment terms if required, for example, in the event of a deterioration of the financial standing of the Customer. Failure to provide such security within a reasonable time period stipulated by Plan.com shall be deemed to be a material breach of the Customer's obligations under the Agreement.
- 12.3. The Customer may request the return of any Security Deposit paid at any time but the decision to return any deposit prior to termination of the Agreement will be at the sole discretion of Plan.com.
- 12.4. Plan.com may upon notice to the Customer use the Security Deposit or part thereof to pay any unpaid Charges (including any interest thereon) due and owing from the Customer.
- 12.5. Following the termination of the Agreement Plan.com shall use the Security Deposit to pay any unpaid Charges (including any interest thereon) due and owing from the Customer together with any Termination Fee and return the balance (if any) to the Customer.

13. Changes To Pricing And The Agreement

- 13.1. Plan.com may, from time to time, vary the prices or Charges where the variations arise as a result of the increases in prices or tariffs as a consequence of a change in prices, tariffs, terms or otherwise made by Third Party manufacturers, Third Party suppliers, a Network Operator, by law or a regulatory body. Plan.com will publish any such variations on the Portal and

will endeavour to give the Customer at least 1 month's notice before such changes come into effect.

13.2. Plan.com may, without the Customer's consent, and upon giving the Customer reasonable notice and in any event not less than one month's notice, change the terms of the Agreement when:

13.2.1. new laws or rules make it necessary, where Plan.com are required to do so by Ofcom or any other regulatory body;

13.2.2. such changes are required due to alterations on the Network;

13.2.3. the way Plan.com provides Services, including when, in Plan.com's reasonable opinion, providing a particular Service is no longer commercially viable; or

13.2.4. the manner in which Plan.com operates necessitates change, provided these Changes do not disproportionately affect the Customer more than any other of Plan.com's customers.

13.3. The changes in Condition 13.1 will automatically apply to the Customer once any notice period that Plan.com is able to give the Customer has run out or as required by either Ofcom or other Regulatory Body.

14. Complaints

14.1. If the Customer has a complaint about any of the Services it should contact Plan.com via the Portal and Plan.com will endeavour to resolve any such complaint as soon as the Customer brings it to Plan.com's attention.

14.2. All complaints will be resolved in accordance with Plan.com's Complaints Procedure.

15. Confidentiality

15.1. Each party that receives ("**Receiving Party**") Confidential Information from the other party ("**Disclosing Party**"), whether before or after the Commencement Date will:

15.1.1. keep the Confidential Information secret and confidential;

15.1.2. not disclose the Confidential Information to any third party without the Disclosing Party's prior written consent, except to such third parties and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the Agreement; and

15.1.3. subject to Condition 15.2 below, only use the Confidential Information for the purposes of the Agreement.

15.2. Nothing in this Condition 15 will prevent either party from using general knowledge, experience or skills in its possession prior to the Commencement Date or which it acquires in the course of providing the Services.

15.3. Condition 15.1 will not apply to Confidential Information which:

15.3.1. is in the public domain or enters the public domain other than by breach of the Agreement;

15.3.2. is obtained by a Third Party who lawfully acquired it and who is under no obligation restricting its disclosure;

- 15.3.3. can be demonstrated was already known to the receiving party prior to the disclosure hereunder free from any restrictions as to disclosure or use;
 - 15.3.4. is independently developed without access to the Confidential Information; or
 - 15.3.5. in the case of Plan.com, to the extent that Plan.com is required to disclose Confidential Information in the normal course of business to the Network Operators, its sub-contractors, lenders, investors or potential investors.
- 15.4. Neither party will be in breach of Condition 15.1 to the extent it is required to disclose the other party's Confidential Information by any judicial, administrative, governmental or regulatory process or in connection with any action, suit, proceedings or claim or otherwise by applicable law.
- 15.5. Nothing in this Condition 15 will prevent Plan.com from disclosing any Confidential Information that is required or requested by a Network provider, credit rating or fraud agency.
- 15.6. The obligation of confidence set out in this Condition 15 shall apply from the Commencement Date for a period of three years until after the termination or expiry of the Agreement.

16. Intellectual Property

- 16.1. All Intellectual Property Rights belonging to Plan.com or any Third Party (including, a Network provider or licensor of End-User Licensed Software) will remain the property of, and will vest in that party. Nothing in the Agreement operates to transfer ownership of any Intellectual Property Rights.
- 16.2. Plan.com grants to the Customer a non-exclusive, non-transferable licence to use any Software, Plan.com Equipment, information or materials or other equipment provided by or on behalf of Plan.com or its suppliers in connection with the proper use of the Services during the term of the Agreement.
- 16.3. The Customer undertakes not to copy, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any Software, unless expressly permitted to do so by Plan.com or to the extent permitted by law.
- 16.4. The Customer will not infringe any copyright, or registered or unregistered trade mark rights belonging to Plan.com or any Third Party in respect of any of the Services or Equipment.

17. End User Licensed Software

- 17.1. The Customer recognises that the Services may be dependent upon End-User Licensed Software (e.g. click-through licences) and if the Customer does not accept the licence terms relating to any End-User Licensed Software, Plan.com shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.
- 17.2. Where the Customer accepts the terms of a licence in respect of any End-

User Licensed Software, then those licence terms shall take precedence over any terms within the Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.

- 17.3. The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and Plan.com.

18. Data Protection

- 18.1. In this Condition 23 (Data Protection), the terms "data controller", "data processor", "personal data", "sensitive personal data" and "process" will each have the meaning attributed to them in the Data Protection Act 1998 ("**DPA**").
- 18.2. Plan.com operates in accordance with the Data Protection Legislation as updated or amended from time to time. The Customer agrees that its details, or those of its Users may be used and disclosed by Plan.com for the purposes of:
- 18.2.1. for providing the Services, equipment and related products to the Customer, administration of the Customer's account and billing, advertising, marketing, research, analytics, credit scoring, customer services, tracking the equipment the Customer is using on the Network and web use and profiling the Customer's preferences. Plan.com may disclose the Customer's information to its service providers and agents to help with these purposes
 - 18.2.2. for marketing purposes including informing the Customer and its Users from time to time about other Services or associated technologies; and
 - 18.2.3. fulfilling the terms of the Agreement.
- 18.3. The Customer agrees that Plan.com can use information about the Customer including information about the Customer's use of the Network and Services and related products or share the same with third parties for the purposes of:
- 18.3.1. marketing Plan.com's or a selected Third Party's products and services to the Customer; and
 - 18.3.2. marketing Plan.com's or a selected Third Party's products and services to Third Parties.
- 18.4. Plan.com and its selected Third Parties may also use the location of the equipment that the Customer is using with the Network to tell the Customer about:
- 18.4.1. products and services of Plan.com or a Third Party's,
 - 18.4.2. products and services that may be of interest to the Customer and for research and analytics purposes.
- 18.5. If the Customer or a User does not want its details, or, in the case of the Customer those details of its Users to be used for direct marketing purposes in this way then the Customer should contact the Plan.com via the Portal or at the address set out in the Order Form.
- 18.6. The Customer will ensure that its Users have consented to the use of their details in accordance with Condition 18.2.1. Customer details and that of its Users shall be treated in accordance with Plan.com's Privacy Policy available

via the Portal.

- 18.7. Plan.com will keep the Customer's information for a reasonable period after the Service Term ends or is terminated by the Customer or the Agreement is terminated in accordance with Condition 23 in case the Customer decides to use Plan.com's Services again and may contact the Customer about Plan.com's Services during this time.
- 18.8. The Customer's data may also be used for other purposes for which the Customer gives or any User gives specific permission in the Agreement or otherwise or when required by law or where permitted under the terms of the Data Protection Legislation.
- 18.9. To the extent that Plan.com is required as part of the Services to process personal data as a data processor only, Plan.com shall:
 - 18.9.1. process the Personal Data only on behalf of the Customer (or, if so directed by the Customer, Customer Affiliates), for the purposes of performing the Agreement and in accordance with instructions contained in the Agreement or the reasonably practicable instructions received from the Customer from time to time;
 - 18.9.2. at all times comply with the provisions of the Seventh Data Protection Principle set out in schedule 1 of the DPA and shall take reasonable steps to:
 - 18.9.2.1. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 18.9.2.2. take reasonable steps to ensure the reliability of personnel, suppliers and subcontractors who may process Personal Data.
- 18.10. Plan.com may transfer Personal Data in connection with the provision of the Services, including to any subcontractor, and such transfer may be outside the European Economic Area. In such circumstances Plan.com will:
 - 18.10.1. take reasonable steps to ensure the reliability of such subcontractors and prior to any such transfer will enter into a written agreement with such subcontractor containing contractual provisions which ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of the Personal Data; and
 - 18.10.2. comply with the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred.
- 18.11. The Customer acknowledges that when acting as a Data Processor, Plan.com is reliant on the Customer for direction as to the extent Plan.com is entitled to use and process the Personal Data in connection with the Services. Consequently, Plan.com shall be entitled to relief from liability in circumstances where a data subject makes a claim or complaint with regards to Plan.com's actions to the extent that such actions result from instructions received from the Customer.
- 18.12. Plan.com or a Network Operator may at the request of the Customer

monitor and record calls made by the Customer using the VOIP Services for quality assurance. All such recordings shall be used solely for the purposes of reviewing the call quality on the VOIP Service and shall remain the Confidential Information of the Customer. To the extent that any such call includes any personal data Plan.com shall act as the Customer's data processor when processing such personal data.

19. Information Provided By Customer

- 19.1. The Customer confirms that the information that is provided to Plan.com, including Customer registration details, is true, accurate and complete. The Customer agrees to inform Plan.com immediately of any changes to the Customer's details by contacting Plan.com's customer services on customerservice@plan.com.
- 19.2. The Customer has a right to ask for a copy of the personal information held about it by Plan.com (for a small charge) and to correct any inaccuracies.

20. Anti-bribery

- 20.1. The Customer acknowledges and agrees that Plan.com shall not be under any obligation to carry out any action or make any omission under the Agreement to the extent that Plan.com reasonably believes it would be in breach of any Anti-Corruption Legislation.
- 20.2. The Parties acknowledge and agree that neither Party nor any third party has breached any Anti-Corruption Legislation in order for either Party to enter into the Agreement and the Parties further agree and warrant and undertake that they will comply with all applicable Anti-Corruption Legislation.
- 20.3. Breach of any of the undertakings in this Condition shall be deemed to be a material breach of the Agreement.
- 20.4. Where Plan.com reasonably believes that the Customer is in breach of its obligations and warranty in Condition 20.2, upon request by Plan.com in writing, the Customer shall make available such people, books, accounts, records and other documentation relevant to its business activities conducted pursuant to the Agreement for an audit to be performed by an auditor to the extent relevant to that breach.

21. Limitations On Liability

- 21.1. Subject to Conditions 21.2 and 21.3, Plan.com will not be liable to the Customer in respect of any matter arising out of or in connection with the Agreement in contract or tort (including negligence) or otherwise for any:
 - 21.1.1. direct loss of profit, business, revenue, anticipated savings, goodwill, business interruption, wasted expenditure or any loss or corruption of data;
 - 21.1.2. indirect or consequential loss or damage whatsoever; or
 - 21.1.3. loss or suspension of service due to the acts or omissions of a Network operator.

- 21.2. Nothing in the Agreement will limit or exclude the liability of either party for:
 - 21.2.1. death or personal injury;
 - 21.2.2. fraud,
 - 21.2.3. fraudulent misrepresentation;
 - 21.2.4. breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979; or
 - 21.2.5. any other liability which cannot be lawfully excluded;
- 21.3. Nothing in the Agreement shall limit or exclude the Customer's liability:
 - 21.3.1. under or in connection with Condition 5 (Customer Affiliates);
or
 - 21.3.2. for any and all damage to any equipment belonging to Plan.com (including SIM cards) or the Network caused by the Customer's breach of the Agreement.
- 21.4. Subject to Conditions 21.1, 21.2 and 21.3, Plan.com's aggregate liability of any sort resulting from breach of contract or negligence under any indemnity or otherwise arising in connection with the Agreement (whether to the Customer, Customer Affiliates, Users or otherwise) in respect of all claims arising in a Year will be limited to an amount equal to the total Charges paid or payable by the Customer in the Year prior to the year in which any claim arises (or where a claim arises during the first year of the Agreement, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim arose).
- 21.5. The terms of the Agreement are in lieu of all warranties, Conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by Applicable Laws.
- 21.6. Plan.com will not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by Plan.com as subcontractors or assignees in respect of the performance of Plan.com's obligations under the Agreement.

22. Suspension

- 22.1. Without prior notice to the Customer, Plan.com may immediately suspend the supply of the Services, in whole or in part, if:
 - 22.1.1. in the reasonable view of Plan.com, the Services:
 - 22.1.1.1. may pose a threat to the safety of persons;
 - 22.1.1.2. may pose a hazard which would impair or prevent the operation of equipment;
 - 22.1.1.3. may pose a threat to the proper operation, access, integrity and/or security of the Network; or
 - 22.1.1.4. are likely to impede the activities of authorised persons responding to an emergency; or
 - 22.1.1.5. cannot be supplied due to a technical issue.
 - 22.1.2. the Customer ceases to be eligible at law and/or under regulation to receive the Services;
 - 22.1.3. it is necessary for operational reasons such as upgrades to any of the Services or regular maintenance;

- 22.1.4. Plan.com or the Network Operator needs to carry out testing or maintenance (including emergency maintenance) of the Network;
 - 22.1.5. Plan.com or the Network Operator is required to protect the security of the Network, including reducing any suspected or actual incidence of fraud;
 - 22.1.6. there is a need protect the Customer's interests and/or the interests of the Users;
 - 22.1.7. where Plan.com detects suspect traffic, which includes, but is not limited to Artificially Inflated Traffic;
 - 22.1.8. it is required by Applicable Law; or
 - 22.1.9. a Service has been affected by an event beyond a Parties' reasonable control.
- 22.2. Without prior notice to the Customer, Plan.com may immediately suspend or disconnect (where applicable) the Services in whole or in part, if:
- 22.2.1. the Customer or a User breaches the provisions of Condition 4;
 - 22.2.2. the Customer remains in breach of the Agreement (including but not limited to failure to pay any Charges due under the Agreement) after being notified by Plan.com of the breach;
 - 22.2.3. the Customer's use, or the use by the Customer Affiliates, of the Network is prejudicial to the reputation and interests of Plan.com;
 - 22.2.4. the Customer does or permits to be done anything that threatens the Network or any part of it;
 - 22.2.5. Plan.com reasonably believes that the Customer or the Users (whether under the Customer's control or not) are misusing the Services, including, but not limited to making use of the Services for illegal purposes;
 - 22.2.6. the Customer is persistently abusive, makes threats or repeatedly causes nuisance; or
 - 22.2.7. required by Applicable Laws, regulatory body or a relevant authority.
- 22.3. The Customer will remain liable for all Charges levied in accordance with the Agreement during any period of suspension arising from the circumstances described in Conditions 22.1 and 22.2 above.
- 22.4. The Customer will remain liable for all reasonable costs and expenses incurred by Plan.com (other than costs arising from suspension in Condition 22.2.7 above) in the implementation of a suspension arising from the circumstances described in Condition 22.2 above.

23. Termination

23.1. Termination for convenience by Customer

- 23.1.1. The Customer may, without prejudice to any other rights or remedies available to the Customer, terminate the Agreement or any Service under the Agreement by:
 - 23.1.1.1. providing to Plan.com not less than 30 days' notice in writing of the Customer's intention to terminate; and
 - 23.1.1.2. paying the applicable Termination Fees or cancellation charges set out in the relevant Order (if any)

in respect of the Service or Services being terminated.

23.1.2. Cancellation Charges will be payable if the Customer terminates any Order for Services prior to the Service Commencement Date. A Termination Fee will be payable if the Customer terminates any Service prior to the expiry of the applicable Service Term.

23.2. Termination for convenience by Plan.com

23.2.1. Without prejudice to any other rights Plan.com may have under the Agreement, Plan.com may terminate the Agreement (either in whole or in part in relation to a Service) by providing the Customer not less than 30 days written notice, and in this event, the Customer shall not be liable for payment of any Termination Fees.

23.3. Termination for cause by Customer

23.3.1. The Customer may terminate the Agreement upon giving Plan.com not less than 30 days' written notice of its intention to terminate in the event that Plan.com:

23.3.1.1. has committed a material breach of the Agreement that is incapable of remedy; or

23.3.1.2. has committed a material breach of the Agreement that is capable of remedy and Plan.com has failed to remedy that breach within 30 days of the Customer supplying written notice specifying the breach and requiring its remedy; or

23.3.1.3. has made modifications to the Agreement in accordance with the provisions of Condition 13 which is to the material detriment of the Customer provided that the Customer gives Plan.com such notice of termination within 30 days of receiving notice from Plan.com of the modifications to the Agreement.

23.4. Termination for cause by Plan.com

23.4.1. Plan.com may, without prejudice to its other rights or remedies, terminate the Agreement or any Service under the Agreement and charge a Termination Fee if Plan.com upon written notice of termination to the Customer:

23.4.1.1. if the Customer has committed a material breach of the Agreement that is incapable of remedy;

23.4.1.2. if the Customer has committed a material breach of the Agreement that is capable of remedy and the Customer has failed to remedy that breach within 30 days of Plan.com supplying notice specifying the breach and requiring its remedy; or

23.4.1.3. if the Customer suffers an Insolvency Event;

23.4.1.4. if the provision of the services or any of them is suspended for a period of 30 days or more under Condition 22.

24. Consequences Of Termination

- 24.1. In the event of a termination by Plan.com, Plan.com will provide reasonable assistance to the Customer in respect of the transfer of the Customer's Service in accordance with standard telecommunications industry practice.
- 24.2. Termination or expiry of the Agreement, howsoever caused, will not prejudice any rights and remedies of either Party which may have accrued under the Agreement up to the date of termination or expiry, and will not affect any provision of the Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry including but not limited to the provisions of Conditions 1, 5, 7, 10, 12, 14 to 18, 20, 21, 24, 30 and 37.
- 24.3. On termination or expiry of the Agreement:
 - 24.3.1. any sums properly due from one Party to the other will become payable within 30 days of termination (including Termination Fees);
 - 24.3.2. the Customer will cease using the Services; and
 - 24.3.3. each Party will, on request, promptly return to the other all Confidential Information and other property (if any) belonging to the other which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other Party.

25. Plan.com Equipment

- 25.1. Title in the Plan.com Equipment does not pass to the Customer and remains at all times with Plan.com or Plan.com's suppliers. Title in accessory items to Plan.com Equipment may pass to the Customer as explicitly stated in the Agreement.
- 25.2. The Customer will:
 - 25.2.1. only use Plan.com Equipment for the purposes of receiving or using the Services in accordance with the Agreement;
 - 25.2.2. comply with any instructions provided by Plan.com or any Plan.com representative from time to time in respect of the Plan.com Equipment (including in relation to the return of any Plan.com Equipment);
 - 25.2.3. be responsible for the Plan.com Equipment when it is on Site and will not move, add to, modify or in any way interfere with the Plan.com Equipment (including to not remove, tamper with and/or obliterate any words or labels on it), nor allow anyone else (other than someone authorised by Plan.com) to do so;
 - 25.2.4. not have the Plan.com Equipment repaired or serviced except as authorised by Plan.com to do so;
 - 25.2.5. keep the Plan.com Equipment fully insured for risk of loss, theft, destruction, damage and to inform Plan.com if the Plan.com Equipment is lost, stolen or damaged;
 - 25.2.6. not create or allow any charges, liens, pledges or other encumbrances to be created over the Plan.com Equipment;
 - 25.2.7. permit Plan.com, Plan.com representatives and/or Plan.com's suppliers to inspect or test the Plan.com Equipment at all times on reasonable notice and, following the termination of the Service(s), to

- recover it; and
- 25.2.8. if requested by Plan.com, return, or arrange for the return of, Plan.com Equipment to Plan.com or Plan.com representatives strictly in line with Plan.com's instructions.
- 25.3. Certain elements of Services are dependent on the Customer using the Plan.com Equipment. If the Customer does not use the correct Plan.com Equipment, then:
 - 25.3.1. the Services may not function correctly;
 - 25.3.2. Plan.com may choose not to provide the Customer with the relevant Services; and
 - 25.3.3. Plan.com shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

26. Assignment Or Transfer

- 26.1. The Agreement is personal to the Customer and the Customer shall not assign transfer, charge, mortgage or otherwise deal with, all or any of its rights, entitlements, interests, liabilities and/or obligations under the Agreement without the prior written consent of Plan.com.
- 26.2. Plan.com may assign, novate, transfer, pledge, encumber, declare a trust of the benefit of or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part to any of its Affiliates or any third party from time to time, without notice to the Customer.

27. Matters Beyond A Parties' Reasonable Control

- 27.1. If either Party is prevented, hindered or delayed from performing any obligation under the Agreement because of Force Majeure:
 - 27.1.1. the Party affected shall:
 - 27.1.1.1. have no liability to the other for that delay in or failure to perform its obligations affected by the Force Majeure event;
 - 27.1.1.2. have an obligation to notify the unaffected Party in writing of the Force Majeure event and Services affected by such Force Majeure, as soon as the Party relying on the Force Majeure event considers it reasonably practicable after commencement of the Force Majeure event, and will use reasonable endeavours to mitigate the effect of such Force Majeure;
 - 27.1.1.3. continue performing those obligations under the Agreement that are not affected by Force Majeure and in performing those obligations shall use reasonable endeavours to deploy its resources so that (when taken with obligations to End Users and third parties) there is no undue discrimination against the other Party; and
 - 27.1.2. the other Party shall be released to the equivalent extent from

its obligation to make payment for such services or facilities or from complying with its obligation in relation to them.

27.2. When the Force Majeure event has ceased the affected Party shall notify the other Party that the terms of the Agreement shall be reinstated in full.

27.3. If any Force Majeure event continues for more than three (3) months either Party may acting reasonably suspend the Services or terminate the Agreement by giving not less than thirty (30) days written notice to the other and provided the Force Majeure has not ceased prior to the expiry of the notice the Agreement shall terminate or be suspended as applicable.

28. Waiver

28.1. Any failure to exercise or any delay in exercising a right or remedy provided by the Agreement or at law or in equity will not constitute a waiver of a right or remedy or a waiver of any rights or remedies. A waiver of a breach of any of the terms of the Agreement or of a default under the Agreement will not constitute a waiver of any other breach or default and will not affect the other terms of the Agreement.

28.2. No waiver of any breach of, or failure to enforce, any obligation of a Party or a term of the Agreement is valid unless it is in writing and signed by an authorised officer on behalf of the Party granting the waiver.

29. Severance

29.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Agreement.

30. Entire Agreement

30.1. The Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties relating to such matters.

30.2. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

30.3. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

31. Variation

31.1. Plan.com may change a Customer Guide or policy, which applies to

Customer's generally by giving reasonable notice to the Customer which may be by issue, from time to time, of a revised Customer Guide on the Portal.

- 31.2. Plan.com may, from time to time, introduce new terms and conditions or amend existing terms and conditions including as a result or consequence of new legislation, statutory instruments, Government or local regulations or licensing requirements, amendments to Plan.com's standard terms and conditions for the Services or recommendations from regulatory bodies. Plan.com agrees that it will try to limit such new terms and conditions or amendments to existing terms and conditions to the extent that it considers they are necessary for the provision of the Services.

32. No Partnership Or Agency

- 32.1. Nothing in the Agreement will be construed as establishing or implying a partnership or joint venture between the Parties or will be deemed to constitute either Party as the agent of the other or allow either Party to hold itself out as acting on behalf of the other.

33. No Third-Party Rights

- 33.1. No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

34. Rights And Remedies

- 34.1. The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Laws.

35. Notices

- 35.1. Any notice given by the Customer to Plan.com under the Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address stated in the order Form and in all cases marked for the attention of Customer Service.
- 35.2. Notices delivered by hand will be given on the day of receipt (unless received after 5.00pm in which case they will be given on the next Working Day). Notices sent by prepaid first class post or special delivery will be deemed to have been given two (2) Working Days after the date of posting.
- 35.3. Notices purportedly served by the Customer under or in connection with the Agreement will not be validly served by email or SMS.
- 35.4. Either Party may vary its address and/or contact for notices by giving notice to the other. The notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

36. Export Control

- 36.1. Plan.com Equipment, fixed hardware and/or the End-User Licensed Software (as applicable) may be subject to export control law and regulations in the event the Customer wishes to export it outside the United Kingdom. Plan.com does not represent that any necessary approvals and licenses have been obtained or will be granted in relation to Plan.com Equipment, fixed hardware and/or the End-User Licensed Software (as applicable).
- 36.2. Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

37. Jurisdiction

- 37.1. The Agreement and any dispute or non-contractual obligation arising out of or in connection with it will be governed by, and construed in accordance with law of England and Wales.
- 37.2. Each party hereby submits to the exclusive jurisdiction of the English courts over any dispute arising out of or in connection with the Agreement.

38. Definitions

- 38.1. In the Agreement (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"ADSL"

means an asymmetric digital subscriber line, being a type of broadband communications technology used to connect to the Internet;

"ADSL2+"

means a basic ADSL with an extended capability of double the number of downstream channels;

"Agreement"

shall have the meaning given to it on Condition 1.2;

"Affiliate"

means with respect to an entity:

- (a) any holding company from time to time of an entity, any subsidiary from time to time of an entity or of any such holding company and in this definition "holding company" and "subsidiary" shall have the meanings set out in section 1159 of the Companies Act 2006;
- (b) any parent undertaking of an entity, any subsidiary undertaking of an entity or of any such parent undertaking; and
- (c) in the case of Plan.com any joint venture entity in respect of which Plan.com has 20% or more ownership, and in this definition, "subsidiary undertaking" and "parent undertaking"

shall have the meanings set out in section 1162 of the Companies Act 2006 and "undertaking" shall have the meaning set out in section 1161 of the Companies Act;

"Applicable Laws"

means all applicable law, statute, statutory instruments, common law, regulations, licences, instructions, guidelines and codes of practice (whether or not having force of law) bye law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, or any delegated or subordinate legislation or any notice of any Regulatory Body in force from time to time;

"Anti-Corruption Legislation"

means the Bribery Act 2010 and any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business;

"Artificially Inflated Traffic"

is when the flow of calls to any particular service or any other activity (for example, data usage) is, as a result of any activity on or behalf of the entity using or operating that service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;

"Authorisation"

means all necessary authorisations, permissions, approvals, licenses and/or memberships of any Regulatory Body and "Authorised" shall be construed accordingly;

"Authorised User"

means a person authorised by the Customer to access the Portal on its behalf;

"Business Day"

means a day (other than a Saturday or a Sunday) on which clearing banks are open for business in London and the Isle of Man;

"Business Hours"

means the period from 9.00 am to 6.00 pm on any Business Day;

"Charges"

means the monies payable by the Customer to Plan.com for the provision of the Services under the Agreement, and as set out in the relevant Service Specific Conditions;

"Commencement Date"

means the date on which the Agreement comes into force being the date specified in the relevant Order Form;

"Complaints Procedure"

means Plan.com's complaint procedure as set out on the Portal;

"Confidential Information"

means any information of a confidential nature which, if disclosed in writing, is expressly stated to be confidential or, if disclosed orally, is said to be confidential or can reasonably be expected to have been considered confidential including for the avoidance of doubt, details of Users);

"Control"

means in relation to a company, the ownership of 20% or more of the share capital or voting rights of that company or the power to control the affairs of that company;

"Credit"

means the amount of credit that the Customer is permitted for Charges set out in the Order Form;

"Customer Guide"

means any policy, procedure, terms of use, code of practice or similar which is designated as such and is available under the heading "Policies" on the website www.plan.com

"Customer Information"

means information that:

- (a) the Customer provides to Plan.com;
- (b) details of how the Customer uses Services, including information relating to the volume and types of calls made, details of charges paid and other financial information; or
- (c) details of how Customer has performed in meeting the obligations under the Agreement and other information relating to the Agreement;

"Data Protection Legislation"

means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the UK Information Commissioner;

"End User Licensed Software"

means any software, the license terms of which are governed by a separate agreement with the licensor of that software;

"Equipment"

means any equipment used in provision of the Services;

"Fixed Line Services"

means the fixed line PSTN and broadband Services provided by Plan.com pursuant to the Fixed Line Services Service Specific

Conditions;

"Force Majeure"

means a matter beyond a Party's reasonable control other than payment including, but not limited to act of God; lightning; flood; exceptionally severe weather; subsidence; fire; explosion; war; civil disorder; acts of terrorism; nuclear; biological or chemical incident; national or local emergency; statutory obligation; industrial disputes of any third party supplier or either Party's own employees provided that such employees are members of a trade union and that Party has made all reasonable endeavours to prevent and or resolve such industrial disputes from arising; delay or failure or rationing of energy supplies; acts or omissions or local or of central government or of other competent authorities; or acts or omissions of persons for whom a Party is not responsible; or any other cause whether similar or dissimilar outside its reasonable control;

"FTTC"

means fibre to the cabinet;

"GSM Gateway"

means a device which uses one or more SIM Cards and allows the Services and Mobile Services to be routed from a fixed line telephone through a wireless link onto a mobile network;

"Good Industry Practice"

means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier of services of the same or a similar nature to the Services;

"Group Company"

means:

(a) in relation to the Customer, any partnership, company or other legal entity in which the Customer holds, directly or indirectly, more than 50% of its issued share capital or has the right to exercise, directly or indirectly, more than 50% of the voting rights; and

(b) in relation to Plan.com means Plan.com Communications Limited and any partnership, company or other legal entity in which Plan.com holds, directly or indirectly, more than 20% of the issued share capital or has the right to exercise, directly or indirectly, more than 20% of the voting rights in such entity;

"IMEI Number"

means the International Mobile Equipment Identity Number issued by the British Approvals Board of Telecommunications (BABT);

"Insolvency Event"

means an event where the Customer 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 or petition 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; or
- (f) takes or suffers similar action (including without limitation the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances;

"Intellectual Property Rights"

means 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;

"IP Address"

means an internet protocol address;

"ISDN2"

means an integrated service for digital network used for voice and data communications with between two and eight lines;

"ISDN30"

means an integrated service for digital network used for voice and data communications with between eight and thirty lines;

"Mobile Appliances"

means any handset, wireless devices, tablets and related devices or equipment regardless of whether it has been provided under this Agreement;

"Network"

means the electronic communication networks used by Plan.com and the Network Operators to provide the Services;

"Network Operator Equipment"

means Equipment owned or procured by a Network Operator;

"Network Operators"

means any third party network operator which provides the underlying communications network used in the provision of the Services to the Customer;

"Order Form"

means the order form setting out details of the services to be provided by Plan.com to which these terms and Conditions are attached;

"Order"

means any order placed by or on behalf of the Customer using an Order Form or via the Portal;

"Plan.com Equipment"

means Equipment owned or procured by Plan.com including Network Operator Equipment;

"Plan.com's Gateway Policy"

means Plan.com's policy governing use of GSM Gateways (including SIM Card Gateways) as set out from time to time on www.plan.com or as otherwise notified to the Customer by Plan.com;

"Plan.com's Privacy Policy"

means Plan.com's policy on its use of personal information, a copy of which can be found on the Portal;

"Plan.com Support"

means the support to be provided by Plan.com to the Customer in respect of the Services as more fully described in the relevant part of the Service Specific Conditions;

"Portal"

means the online portal made available by Plan.com by which the Customer may manage the Services and its Users, including, without limitation, placing Orders and viewing Customer information available <http://my.plan.com/>;

"Portal User Guide"

means the user guide issued by Plan.com to the Customer which governs the Customer's use of the Portal and which the Customer must comply with;

"PSTN"

means a public switched telephone network;

"PSTN Line"

means a PSTN line that an End User may use to obtain telecommunications services;

"Regulatory Body"

means any regulatory, supervisory or enforcement authority or regulator (including Ofcom and the Information Commissioner's office) concerned with the activities carried on by any party or any part, division or element thereof in respect of the activities carried out pursuant to the Agreement;

"Renewal"

means any renewal of a Customer Contract;

"Service Commencement Date"

means the date on which a particular Service is first provided to the Customer;

"Services"

means those services provided by Plan.com to Customers as further described in the Service Specific Conditions;

"Service Specific Conditions"

means the service specific terms and Conditions for each of the Services identified in and attached to the Order Form;

"Service Term"

means the term of each Service ordered under the Agreement as set out in the relevant Order Form;

"SIM Card"

means 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;

"Site"

means the location at which the Services are to be provided to Customer by Plan.com as set out in the Order Form;

"Software"

means any software, excluding End-User Licensed Software, supplied to the Customer by Plan.com under the Agreement;

"Specification"

means the functionality and performance specifications for the Services, as set out in the description for each of the Services in the relevant Part of schedule 2 (Service Descriptions and Service Specific Conditions);

"Target Delivery Date"

in respect of a Service means advised to the Customer as the estimated date for the date for the commencement of the provision of the relevant Service as specified by Plan.com;

"Telematics Device"

means a device which has been configured to transmit information and/or communicate with other devices of a similar type or a central computer system as part of a wider telematics solution;

"Termination Fee"

means in respect of a Service, an amount equal to the fee calculated by multiplying the remaining number of months of the Service Term by the monthly Charge for that Service as at the date of termination;

"Territory"

means, unless otherwise agreed in writing between the Parties, the United Kingdom;

"Third Party"

means a person other than Plan.com or the Customer;

"Users"

means anyone who is permitted by the Customer to use the Services;

"Viruses"

any code which is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Network or Portal, or any other associated hardware, software, firmware, computer system or network upon which the Network or Portal relies or with which it interacts, or would disable the Network or Portal or impair in any way its operation based on the elapsing of a period of time, or is in non-compliance with Plan.com's instructions, or that would permit any other person to access the Network or Portal to cause such disablement or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations (whether or not specifically directed at Plan.com) including, without limitation, computer programs commonly referred to as worms or trojan horses;

"Year"

means a period of twelve (12) months commencing on the Commencement Date or any subsequent twelve (12) month period.

38.2. In the Agreement (unless the context otherwise requires), the following rules and interpretation apply:

- 38.2.1. references to the singular include the plural and vice versa;
- 38.2.2. references to the words "include(s)", "including" or "in particular" where used in the Agreement, shall be deemed to have the words "without limitation" following them;
- 38.2.3. references to Conditions are to Conditions of the Agreement and references to paragraphs are to paragraphs of the schedules;
- 38.2.4. reference to any statute, statutory instrument or regulation shall be construed as a reference to the statute, statutory instrument or regulation as amended after the date of the Agreement;
- 38.2.5. references to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
- 38.2.6. headings to Conditions are inserted for convenience only and shall not affect the construction or interpretation of the Agreement.

Schedule A - Mobile Services

SERVICE DESCRIPTION

The provision of mobile voice and data communication services.

SERVICE SPECIFIC CONDITIONS

The following additional terms and conditions are supplemental to the Plan.com Business Customer Terms and Conditions and apply to the provision of the Mobile Services.

Words and Phrases defined in the Plan.com Business Customer Terms and Conditions shall have the same meaning in these Mobile Terms unless the context requires otherwise.

1. DEFINITIONS

1.1. In these Mobile Terms, in addition to those terms set out in the General Conditions, the following terms and expressions apply:

“Device”

means Hardware, Plan.com Equipment or other mobile device, capable of incorporating a SIM Card;

“Mobile Data Services”

means the Mobile Services under which Plan.com supplies the Customer enabling the Customer to transfer data on the Network;

“Mobile Services”

means those Mobile Voice Services and Mobile Data Services to be provided by Plan.com to the Customer and to which these Mobile Terms apply;

“Mobile Terms”

means Mobile Services Service Specific Terms;

“Reseller”

means any Third Party acting as an agent or distributor on behalf of Plan.com;

“SMS” and “MMS”

means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from mobile equipment;

“Voice Services”

means the Mobile Services under which Plan.com supplies the Customer enabling the Customer to make and receive mobile voice calls and SMS texts on the Network.

2. MOBILE SERVICE STANDARDS

2.1. The Mobile Services are subject to a number of different factors, including, without limitation, Network coverage and local geography, atmospheric conditions, physical or electromagnetic interference

and the number of users trying to access the Mobile Services in any particular location that may from time to time. All these things may adversely affect the provision of the Mobile Services in terms of availability, line clarity and call interference.

2.2. Plan.com does not guarantee that the Services will be provided uninterrupted or error free.

2.3. Connection speeds for Mobile Broadband are subject to various factors including Network coverage and signal strength and therefore Plan.com cannot guarantee that the Customer's connection will reach any specific speeds.

3. SIM CARDS

3.1. Title to SIM Cards (including software in the SIM Cards) shall remain with Plan.com or third party provider, where not owned by Plan.com, as applicable, at all times. Subject to the availability of SIM Cards, Plan.com will supply the Customer with the necessary quantity of SIM Cards to enable the Customer to receive the Services to be provided under the Agreement and Service Schedule.

3.2. The Customer will not to sell, lease, transfer, charge, assign by way of security or otherwise deal in or encumber the SIM card in any way.

3.3. If the Customer becomes aware that any SIM card has been lost or stolen or that any person is making improper or illegal use of a SIM card, the Customer must notify Plan.com immediately in writing and Plan.com may at its discretion suspend that SIM card from making calls (other than to emergency services) and disconnect any SIM card from the Mobile Services.

3.4. Plan.com reserves the right to charge a fee for a replacement SIM card.

3.5. Plan.com can at its discretion suspend any SIM card from making calls (other than to emergency services) and disconnect any SIM card from the Mobile Services if Plan.com reasonably suspects fraudulent use of the SIM card or relevant equipment (including any Mobile Equipment).

3.6. The Customer shall not transfer a SIM card to a different tariff without Plan.com's written consent.

3.7. Plan.com shall:

3.7.1. provide the Customer with such mobile numbers as are necessary for the Customer to receive the Mobile Services; or

3.7.2. port or otherwise transfer mobile numbers from another network in accordance with standard porting procedures between mobile networks in the United Kingdom.

3.8. Nothing in these Mobile Services Terms or the Agreement shall be construed as to grant the Customer any right in relation to the mobile numbers other than to receive the Mobile Services as described in the Agreement.

4. GSM GATEWAYS

- 4.1. The Customer shall not, and Users will not:
 - 4.1.1. use the Mobile Services in any way to generate Artificially Inflated Traffic; and
 - 4.1.2. establish, install or use a GSM Gateway so that telecommunication services are provided via the GSM Gateway.
- 4.2. The Customer agree not to use SMS or MMS for the purpose of marketing or advertising anything without complying with applicable legal and regulatory requirements (including, for example, where required obtaining the prior consent of the relevant recipients).
- 4.3. Plan.com has no knowledge of, involvement with, or liability for the specific content of any text messages sent to The Customer's SIM cards, which do not originate from Plan.com.
- 4.4. Plan.com may monitor the Customer usage of the Mobile Services for the purpose of controlling Plan.com's credit risk and the Customer's exposure to fraudulent use.
- 4.5. The Customer agrees to follow Plan.com's instructions to facilitate the disconnection of any GSM Gateway that breaches the Applicable Laws or Plan.com's Gateway Policy.
- 4.6. If Plan.com has proof that the Customer has used a GSM Gateway, Plan.com may suspend and/or disconnect SIM Cards in the GSM Gateway without further notice to the Customer.

5. CHARGES

- 5.1. Unless otherwise stated in the Order Form or on the Portal the following apply to UK domestic calls:
 - 5.1.1. call prices are quoted by the minute;
 - 5.1.2. the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
 - 5.1.3. each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice; and
 - 5.1.4. all calls are subject to a minimum Charge.
- 5.2. Full details of international and roaming call Charges (including rounding policies) are available on the Portal.
- 5.3. Roaming calls may take longer to be billed than other types of calls.
- 5.4. The Customer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until Plan.com has received a request from the Customer to suspend the provision of such Mobile Services.

6. TERMINATION OF MOBILE SERVICES

- 6.1. In addition to the rights of termination set out in Condition 23, the Customer may serve on Plan.com a written disconnection notice in respect of a SIM card at any time. Within 40 days from receipt of a

written disconnection notice from the Customer Plan.com will disconnect the relevant SIM card(s) from the Mobile Services.

6.2. In the event that the Customer give a written disconnection notice resulting in disconnection of a SIM card prior to the expiry of the Service Term, the Customer will pay any applicable Termination Fee to Plan.com as set out in the Agreement.

7. CUSTOMER OBLIGATIONS

7.1. The Customer shall notify Plan.com immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card and shall remain liable for any Charges incurred in respect of and any information contained within that SIM card up until the point at which it notifies Plan.com.

7.2. The Customer shall, and shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will:

7.2.1. not use the Mobile Services in any way to generate Artificially Inflated Traffic;

7.2.2. not, without the prior written consent of Plan.com (which may be withheld at Plan.com's absolute discretion) establish, install or use a GSM Gateway so that telecommunication services are provided via the GSM Gateway;

7.3. The Customer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.

7.4. Neither Plan.com nor the Network Operator has any knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which do not originate from Plan.com or the Network Operator.

7.5. Plan.com can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if Plan.com has reasonable cause to suspect fraudulent use of the SIM Card or associated Mobile Equipment, or either are identified as being stolen. The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension.

8. CUSTOMER EQUIPMENT

8.1. Certain elements of the Mobile Services are dependent on the Customer having suitable customer equipment available and in the event that the Customer is unable to provide such customer equipment, then:

8.1.1. some of the Mobile Services may not function correctly (the "Affected Services");

8.1.2. Plan.com may choose not to provide the Customer with the Affected Services; and

8.1.3. Plan.com shall have no liability for the Customer's inability to receive those Affected Services.

8.2. Any Customer equipment must be:

- 8.2.1. technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer;
- 8.2.2. connected to the Network strictly in accordance with the instructions of Plan.com; and
- 8.2.3. used by the Customer in compliance with any relevant instructions, standards and Applicable Laws.

Schedule B - IoT Services Conditions

SERVICE DESCRIPTION

The IoT Service consists of the provision of a telematics service involving the supply of SIM cards and data connectivity services for use with a Telematics Device.

SERVICE SPECIFIC CONDITIONS

The following additional terms and conditions are supplemental to the Plan.com Business Customer Terms and Conditions and apply to the provision of the IoT Services.

Words and Phrases defined in the Plan.com Business Customer Terms and Conditions shall have the same meaning in these IoT Services Terms unless the context requires otherwise.

1. GENERAL

1.1. "IoT Policy Documents" means:

1.1.1. *M2M Device Behaviour - Requirements*, a document produced by Telefónica which sets out the mandatory capabilities that a Telematics Device must strictly observe;

1.1.2. *M2M Device Behaviour - Verification*, a document produced by Telefónica which sets out minimum set of verifications to demonstrate the Telematics Device is compliant with Telefónica requirements as defined in document, *M2M Device Behaviour - Requirements*;

1.1.3. *M2M Device Behaviour - Guidelines*, a document produced by Telefónica which assists customers to achieve the best performance from their Telematics Devices providing guidance to manage the network resources efficiently; and

1.1.4. Any other document designated as an IoT Policy Document,
as each may be amended from time to time.

1.2. In order to receive the IoT Service the Customer must also purchase Mobile Services from Plan.com, which will be subject to Plan.com's then standard Mobile Services Service Specific Conditions.

1.3. The IoT Service shall consist of the provision of the following:

1.3.1. a mobile data only communications link;

1.3.2. the supply of SIM cards for use in a Telematics Device and which are capable of being configured to communicate with other as part of a telematics solution.

1.4. Details of the IoT Service, the IoT Policy Documents and the uses to which the IoT Service can be put are set out on the Portal.

2. CUSTOMER OBLIGATIONS

2.1. The Customer warrants and undertakes to ensure that each Telematics Device will have its own, unique and appropriate, IMEI

Number.

- 2.2. The Customer warrants and undertakes to ensure that each Telematics Device shall comply in all material respects with any requirements set out in the IoT Policy Documents.
- 2.3. The Customer acknowledges that the IoT Service is available for Telematics Devices only and that the IoT Service may be temporarily interrupted (planned or otherwise), or limited due to transmission restrictions caused by capacity constraints. Plan.com shall not be liable to the Customer with respect to any claim or damage related to or arising out of or in connection with any coverage gap or any IoT Service interruption.
- 2.4. Plan.com shall not be liable to any Customer with respect to any claim or damage suffered as a result of a visited public mobile network blocking the roaming service to SIMs supplied as part of the IoT Service.
- 2.5. The Customer shall not be entitled to distribute the IoT Service or SIMs.
- 2.6. The Customer will be liable to pay the SIM replacement charge in respect of any SIM not connected to the Network within five (5) months of the date on which Plan.com despatched such SIMs to the Customer. For the avoidance of doubt if the Customer does not use any SIM's dispatched to it within five (5) months from dispatch they may be returned to Plan.com at no additional charge to the Customer.
- 2.7. Charges are based on the assumption that the majority of traffic uses Plan.com's preferred networks, UK or globally. If the traffic usage pattern varies significantly from this Plan.com reserves the right to review pricing.
- 2.8. The Customer undertakes with Plan.com that throughout the Term it will, and will take all reasonable steps to ensure that its employees will:
 - 2.8.1. store any SIMs it receives prior to activation in a suitable manner to ensure that the SIMs are not harmed or damaged in any way;
 - 2.8.2. ensure that the SIMs provided by Plan.com are compatible with the Telematics Devices with which they are to be used;
 - 2.8.3. fully co-operate with Plan.com and comply with all reasonable instructions from Plan.com in respect of the IoT Service to ensure that the Mobile Services do not interfere with, or adversely affect the operation of the Network or the provision of services to any other customers of Plan.com's preferred Network Operator. Failure to comply with this paragraph may lead to the IoT Service being suspended.

3. SERVICE LIMITATIONS

- 3.1. The SIMs provided by Plan.com for use in the IoT Service are Telefónica Global IoT SIMs and are in a closed user group. As a

consequence SMS messages cannot be received from or sent to SIMs which are not Telefónica Global IoT SIMs.

- 3.2. If the Telematics Device is attached to a cellular network messages will normally be delivered immediately. If the SMS is a store and forward solution and it is not guaranteed that messages will be delivered in near real time. If the Telematics Device is not attached to a cellular network the message will be delivered when the device next attaches to the cellular network.
- 3.3. Whilst the Telefónica Global IoT SIMs can be used to initiate and terminate voice and GSM circuit switched data calls. A SIM can only be associated with voice services or GSM circuit switched data services and not both. Any use other than in connection with data messages from the Telematics Devices will incur additional charges.
- 3.4. The IoT Service is provided subject to the requirements and recommendations set out in the IoT Policy Documents.

Schedule C - Fixed Line Services Conditions

SERVICE DESCRIPTION

The provision of fixed line voice communication and broadband services.

SERVICE SPECIFIC CONDITIONS

The following additional terms and conditions are supplemental to the Plan.com Business Customer Terms and Conditions and apply to the provision of the Fixed Line Services.

Words and Phrases defined in the Plan.com Business Customer Terms and Conditions shall have the same meaning in these Fixed Line Services Terms unless the context requires otherwise.

1. FIXED LINE SERVICES

1.1. The Fixed Line Services consist of:

1.1.1. PSTN services which shall be provided from a Network Operator with a single line and multi line product portfolio; and

1.1.2. broadband services.

1.2. Plan.com will provide the Fixed Line Services in the Territory in accordance with the Agreement.

1.3. The Customer acknowledges that from time to time faults may occur in the Network and that the provision of Fixed Line Services will not be uninterrupted or fault free.

2. MIGRATION TO PLAN

2.1. After acceptance of an Order, Plan.com shall advise the Customer of the estimated time for completion of the installation, activation, migration to the Fixed Line Services and shall notify the Customer upon completion.

2.2. If a Customer requires to be migrated from an alternative supplier's service, the Parties shall agree a migration plan to move them onto the Fixed Line Services. If Plan.com or a Network Provider will incur any costs not contemplated in any migration, Plan.com reserves the right to charge the Customer for such reasonably incurred costs.

3. SITE PREPARATION, ACCESS AND INSTALLATION

3.1. Where Fixed Line Services are provided to a Site, the supply of the Fixed Line Services and any part of them shall be subject to satisfactory results of any survey or other investigation of the Site carried out by or on behalf of Plan.com that Plan.com deems necessary in relation to the Site prior to the supply of the Fixed Line Services.

3.2. Plan.com may in its sole discretion determine that it may not be able to provide the relevant Fixed Line Services to certain Sites and Plan.com reserves the right to:

3.2.1. cancel the element of the Fixed Line Services that cannot be provided and refund any money that the

Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Fixed Line Services; or

3.2.2. cancel all Fixed Line Services ordered by the Customer and refund any money that the Customer has paid.

3.3. If Plan.com Equipment is to be installed at a Site to enable Plan.com to supply the Fixed Line Services, the Customer shall (at its own expense), prior to installation:

3.3.1. provide a suitable place, conditions and connection points required by Plan.com or the Network Operator, for the Plan.com Equipment or Network Operator Equipment and electricity at the site in accordance with Plan.com's or Network Operator's reasonable instructions, if any; and

3.3.2. prepare Sites that comply with Plan.com's or the Network Operator's reasonable instructions including, without limitation, provide any openings in buildings; and

3.3.3. obtain all necessary third party consents (excluding wayleaves or third party consents ordinarily obtained by Plan.com or the Network Operator) in relation to building alterations or additions, access to land or permission to put Plan.com Equipment or Network Operator Equipment on property if such consents are necessary.

3.4. The Customer will provide Plan.com with reasonable access to the Site for the purposes of performing its obligations under the Agreement. The Customer agrees to provide at its expense a suitable place and conditions for Plan.com Equipment and, where required, continuous mains electricity supply and connecting points.

3.5. The Customer will notify Plan.com immediately of any limitations on Plan.com's access to the Site. Plan.com may charge the Customer for any costs or expenses incurred as a result of Plan.com being unable to access the Site at an agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.

3.6. The Customer and Plan.com will meet each other's reasonable safety and security requirements when on the Site. The Customer and Plan.com will look after each other's equipment on the Site. If the Customer or Plan.com damages the other's equipment it will pay for any repair or replacement needed. This will not apply where the damage results from normal use of either party's equipment.

3.7. The Customer will be responsible for making good the Site, after any work has been undertaken by Plan.com at the Site, including putting items back and for re-decorating and Plan.com will have no costs or expenses payable to the Customer to make good the Site.

4. EQUIPMENT

4.1. Unless otherwise set out in the Agreement, the Agreement does not operate to grant to the Customer any right, title or interest in any Plan.com Equipment.

4.2. Any equipment connected by the Customer to the Network must be:

4.2.1. technically compatible with the Services for which it is intended to be used and not harm the Network, any Network Operator equipment or another customer's network or equipment; and

4.2.2. connected and used in line with any relevant instructions, standards or Applicable Laws, failing which the Customer must immediately disconnect the equipment from the Network, the Plan.com Equipment and the Fixed Line Services. Plan.com may disconnect the any such equipment at the Customer's expense (providing as much prior notice as reasonably possible to the Customer) in the case of emergency or where the disconnection is required by law.

4.3. Certain elements of the Fixed Line Services are dependent on the Customer having suitable equipment available and in the event that the Customer is unable to provide such equipment some of the Fixed Line Services may not function correctly and Plan.com shall have no liability for the Customer's inability to receive those Services.

5. WEEE REGULATIONS

5.1. The Customer will:

5.1.1. be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE"). Plan.com and the Customer acknowledge that for the purposes of Regulation 9 the Agreement is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;

5.1.2. be responsible for any information recording or reporting obligations imposed by the WEEE Regulations; and

5.1.3. indemnify Plan.com against any claims or legal proceedings that are brought or threatened against Plan.com by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this paragraph or in connection with the WEEE Regulations. Plan.com will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

6. CHARGES

6.1. The Charges for Fixed Line Services are detailed in the Order and

are available on the Portal.

6.2. The Charges for Fixed Line Services may be varied subject to the results of any survey or investigation of the Site carried out by or on behalf of Plan.com. If as a result of any survey or investigation of the Site it is clear that Plan.com would incur unusual or additional costs in providing the Fixed Line Services to a Site, then Plan.com shall be entitled to increase the Charges by the amount of such costs by notifying the Customer of the amount of such additional Charges and the Customer will be given the opportunity to cancel the Order for the Services at no cost.

7. SERVICE LEVELS

7.1. Plan.com will endeavour to provide the Fixed Line Services in accordance with the relevant Service Levels set out in the Order or the Portal, from the applicable Service Commencement Date.

8. BROADBAND SERVICES

8.1. The Broadband Service shall:

8.1.1. be based on ADSL, ADSL2+ and FTTC technologies;
and

8.1.2. consist of access for the Customer to the Network and bandwidth specified in the Order.

8.2. With respect to the Broadband Services, the Customer acknowledges and accepts the following technical limits relating to the Customer's access to the Network:

8.2.1. transmission performance of some components will mean it is technically impracticable to provide access to all Customers within the Territory;

8.2.2. the Customers access may affect the performance of some PSTN equipment;

8.2.3. the PSTN equipment may affect the access by the Customers; and

8.2.4. the Services may not be available to Customers where all or part of the Customers access is provided over fibre optic cable or radio systems.

8.3. The Customer acknowledges and accepts that:

8.3.1. the period between installation of a new exchange line and the installation of the Broadband Service will be to the Customer after the Order has been accepted by Plan.com;

8.3.2. Plan.com or the Network Operator has the right to use the Network to provide other services;

8.3.3. line rates (speed of connection) will be line adaptive and may change several times per day;

8.3.4. the peak and sustained throughput rates may be reduced by:

8.3.4.1. contention within the Network;

8.3.4.2. rate adaptation of the modems and line rate; and

8.3.4.3. the operation of any restrictions imposed

by the Network Operator pursuant to a fair use policy or otherwise.

- 8.3.5. a stable line rate will not be established until the Customer equipment has been installed and commissioned and is synchronised as appropriate; and
- 8.3.6. there will be a loss of the Broadband Services during a migration from another broadband service to a Plan.com or Network Operator connection based solution and Plan.com shall use reasonable endeavours to keep such loss of Broadband Services to a minimum..

9. PLAN SUPPORT

- 9.1. In the event of any issues with a Fixed Line Service, the Customer should contact Plan.com via the Portal or by telephone on 03300 88 18 19.
- 9.2. Plan.com Support for Fixed Line Services shall include:
 - 9.2.1. escalation of suspected Service faults;
 - 9.2.2. broadband intermittent Service queries;
 - 9.2.3. reported slow speed queries (website, copper wiring issue, intermittent slow speed, bit swapping);
 - 9.2.4. unable to transit the network;
 - 9.2.5. Customer notification of network outages;
 - 9.2.6. investigation and diagnosis of line faults. This may include, without limitation, the following:
 - 9.2.6.1. bit loading analysis over the day;
 - 9.2.6.2. SNR - signal to noise ratio;
 - 9.2.6.3. test for DSLAM/ ISAM;
 - 9.2.6.4. QLN - quality of the line noise;
 - 9.2.6.5. Hlog - transfer function magnitude;
 - 9.2.6.6. downstream bit rate;
 - 9.2.6.7. upstream bit rate;
 - 9.2.6.8. coding violation;
 - 9.2.6.9. forward error correction;
 - 9.2.6.10. downstream noise margin;
 - 9.2.6.11. upstream noise margin; and
 - 9.2.6.12. attenuation;
 - 9.2.7. line checking, reporting and escalation of poorly performing lines and a Customer connections; and
 - 9.2.8. escalations to third parties where necessary and diary management of all cases not immediately resolved.
- 9.3. Where required, Plan.com will engage the Network Operator in order to diagnose and rectify a fault. In these cases the Network Operator may request to get in contact with the Customer to troubleshoot, or arrange a site visit to the Customer's premises.

Schedule D - Microsoft Online Services Conditions

SERVICE DESCRIPTION

The supply of various online business management tools and applications provided by and serviced by Microsoft Corporation.

SERVICE SPECIFIC CONDITIONS

The following additional terms and conditions are supplemental to the Plan.com Business Customer Terms and Conditions and apply to the provision of the Microsoft Online Services.

Words and Phrases defined in the Plan.com Business Customer Terms and Conditions shall have the same meaning in these Microsoft Online Services Terms unless the context requires otherwise.

1. The Microsoft Online Services are provided by Microsoft direct to End Users pursuant to Microsoft's then current Subscription Agreement. The Customer will be provided with a link to the Microsoft site to enable the Customer to enter into the agreement with Microsoft and set up the Microsoft Online Services. Plan.com does not provide support services in relation to the Microsoft Online Services.
2. As the Microsoft Online Services are provided by Microsoft, Plan.com has no liability to its Customers for:
 - 2.1. any failure to provide the Microsoft Online Services;
 - 2.2. any loss or corruption of the End User's data whilst using the Microsoft Online Services;
 - 2.3. any breaches of security or the End User's privacy whilst using the Microsoft Online Services; or
 - 2.4. otherwise arising out of the use by the End User of the Microsoft Online Services.
3. The Customer shall be responsible for ensuring that if it enters into and complies with the relevant Microsoft terms and conditions and shall indemnify Plan.com against any claim made by Microsoft against Plan.com in relation to any User's use of the Microsoft Online Services and against any other loss, claim or damage incurred by Plan.com arising from the use of the Microsoft Online Services by any User.
4. Nothing under this Agreement shall constitute Plan.com as an agent of the Customer or any User in relation to the Microsoft Online Services.

Schedule E - VoIP Services Conditions

SERVICE DESCRIPTION

The provision of a voice over internet protocol (VoIP) telecommunications service consisting of:

- the conveyance of Calls from the Customer's network over Plan.com's network to the network of a third party to whom Plan.com routes the Call for termination or transit;
- the sub-allocation of Geographic Numbers to the Customer; and
- the sub-allocation of Non Geographic Numbers to the Customer;

together with any additional products or features that may Plan.com may offer from time to time.

SERVICE SPECIFIC CONDITIONS

IMPORTANT INFORMATION:

If your Broadband Connection fails, your voice service will also fail. Your service may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of Plan.com's control.

The following additional terms and conditions are supplemental to the Plan.com Business Customer Terms and Conditions and apply to the provision of the VoIP Services.

Words and Phrases defined in the Plan.com Business Customer Terms and Conditions shall have the same meaning in these VoIP Services Terms unless the context requires otherwise.

1. SERVICE PROVISION

- 1.1. The VoIP services are voice over internet protocol services that allow the User to make and receive calls over the internet and use a number of calling features as more particularly set out on the Portal and in the relevant service guides.
- 1.2. The Customer acknowledges and understands that the VoIP Service is not a PSTN telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between a PSTN service and VoIP service provided by Plan.com and the Customer may not be provided with all of the features available with a conventional phone line.
- 1.3. With respect to the VoIP Services, the Customer acknowledges and accepts the following technical limits relating to the User access to the Network:
 - 1.3.1. transmission performance of some components will mean it is technically impracticable to provide access to all Customers within the Territory;
 - 1.3.2. the quality, performance and available features of the

VoIP Service and any VoIP Equipment may be affected by:

- 1.3.2.1. the quality and speed of the Customer's broadband connection;
- 1.3.2.2. other data transmissions on the Customer's network or broadband connection;
- 1.3.3. the configuration of the Customer's internal network and equipment.
- 1.3.4. Unlike a traditional PSTN phone line in the event of power failure it will not be possible to call emergency services on 112/999. Further details are set out in paragraph 5.
- 1.3.5. Plan.com gives no warranty that its network or the VoIP Service shall be continuous, or will be free from faults. Plan.com will take steps to ensure its network and VoIP Services are reasonably fault free, and that service is reasonably uninterrupted.
- 1.3.6. Plan.com gives no warranty that the VoIP Service is satisfactory or suitable for the Customer's purposes. All warranties relating to the VoIP Services, including implied warranties, are excluded to the fullest extent permissible by law.
- 1.4. Plan.com shall endeavour to provide the VoIP Services in accordance with the Service Levels and fix times for the VoIP Services shall be set out on the Portal.
- 1.5. The VoIP Service is subject to the provision of Plan.com Support in accordance with the Fixed Line Services Specific Service Conditions.

2. SUSPENSION OF SERVICES

- 2.1. Plan.com may suspend the VoIP Service in the event that and for so long as the Customer is in material breach of the Agreement (including failure to pay and sum due) and shall have failed to remedy such breach following the expiration of any notice requiring it to do so.
- 2.2. Plan.com may suspend all or any part of the VoIP Service without prior notice:
 - 2.2.1. in the event that it wishes to carry out maintenance, upgrade works or back-ups (in which case Plan.com will use all reasonable endeavours to minimise the duration of the suspension and also to inform the Customer and Customer in advance of the suspension);
 - 2.2.2. to the extent necessary to prevent or restrict the incidence of any Fraud or other illegal activity in connection with the VoIP Service;
 - 2.2.3. to the extent necessary to comply with an order or direction of Ofcom or any other competent regulatory or law enforcement authority;
 - 2.2.4. if there is a material and immediate threat to

Plan.com's network integrity or the integrity of the PSTN.

3. EQUIPMENT

- 3.1. The Agreement does not operate to grant to the Customer any right, title or interest in any Plan.com Equipment.
- 3.2. The Customer agrees, if necessary, having regard to the Services to procure the preparation and provision of a suitable place, conditions and connection points required by Plan.com, for the VoIP Equipment in accordance with Plan.com's reasonable instructions.

4. CONNECTION OF EQUIPMENT TO THE SERVICE

- 4.1. Any equipment or software connected to the Network must be purchased from Plan.com and connected and used in line with any relevant instructions, standards or Applicable Laws. For the avoidance of doubt, any third party equipment that was not purchased from Plan.com must not be connected to the Network without receiving prior written consent from Plan.com and further such third party equipment or software will receive no support or benefit from any warranties from Plan.com.

5. EMERGENCY ACCESS

- 5.1. Access to emergency (112/999) services is included as part of the VoIP Service, but only once the Customer has provided Plan.com with the initial emergency information as requested by Plan.com.
- 5.2. The Customer location information that the Customer provides to Plan.com and which is in turn provided to the emergency call handling is subject to the following:
 - 5.2.1. for each phone line that the Customer utilises, the primary physical location where the VoIP Service will be used must be registered with Plan.com. That location will be registered as a part of subscribing to the VoIP Service;
 - 5.2.2. a primary site location will be registered for each new number. It is the Customer's responsibility to ensure that Plan.com always has the up to date location and address for each number registered on the Customer's account;
 - 5.2.3. if the Customer does not update Plan.com with changes to the location, it accepts that it may not be possible for emergency operators and authorities to identify the Customer's location and phone number when they dial 112/999.
- 5.3. When the Customer dials 112/999 they will need to state the location and phone number promptly and clearly, as emergency operators and authorities may not have this information. In the event the location information has been transmitted the Customer will still be required to confirm this location.
- 5.4. The VoIP Service does not function in the event of power failure. Should there be a power interruption in the power supply, the VoIP Service will not function until power is restored. A power failure or disruption may require that Equipment be reset or reconfigured prior to utilising the VoIP Service. Power disruptions or failures will also prevent dialling to emergency service numbers including any

112/999 calling feature.

6. QUALITY ASSURANCE, CALL RECORDING AND DATA PROTECTION

6.1. At the request of the Customer Plan.com may record calls made using the VoIP Service either:

6.1.1. to enable Plan.com to investigate and, if possible, resolve any voice call quality issues reported to it by the Customer; or

6.1.2. on behalf of the Customer as part of the VoIP Service.

6.2. Calls made using the VoIP Service will be recorded solely at the request of the Customer and the Customer shall be responsible for notifying all the call participant's that the call is being recorded and the purpose for which the recording is being made.

6.3. All recordings shall be subject to the confidentiality provisions in Condition 15 of the Plan.com Business Customer Terms and Conditions.

6.4. For the purposes of the Data Protection Legislation, Plan.com shall act as a data processor in relation to each such recording of the calls made using the VoIP Service and the provisions of Condition 18 of the Plan.com Business Customer Terms and Conditions shall apply.

Schedule F - Repair Services Conditions

SERVICE DESCRIPTION

The provision of repair services for mobile appliances including the call out services.

SERVICE SPECIFIC CONDITIONS

The following additional terms and conditions are supplemental to the Plan.com Business Customer Terms and Conditions and apply to the provision of the repair.plan Services.

Words and Phrases defined in the Plan.com Business Customer Agreement shall have the same meaning in these repair.plan Services Terms unless the context requires otherwise.

1. DEFINITIONS

1.1. In these repair.plan service Terms, the following terms and expressions apply:

- 1.1.1. **Call-Out Repair Services:** a contract for repair services of the customer's Mobile Appliance(s) at a location of your choice between you and an iTech;
- 1.1.2. **iTech:** a Plan.com approved independent repair specialist engaged by the Customer who is matched to the Customer by Plan.com for Call-Out Repair Services;
- 1.1.3. **Repair Services:** any Plan.com services that Plan.com is providing to the Customer from time to time.

2. REPAIR.PLAN SERVICES

- 2.1. The Portal will guide the Customer through the steps needed to take to place an Order for Repair Services.
- 2.2. After the Customer places an Order, the Order will be deemed to have been accepted when Plan.com issues an Order confirmation at which point a contract comes into existence between the Customer and Plan.com and these Terms will become binding.
- 2.3. Any quotation given by Plan.com shall not constitute an offer by Plan.com to provide Repair Services.

3. CALL-OUT REPAIR SERVICES

- 3.1. Where the Customer require Call-Out Repair Services, the Customer acknowledges note that:
 - 3.1.1. Plan.com has a national network of Plan.com approved repair technicians.
 - 3.1.2. Plan.com does not provide any repair services whatsoever to the Customer, it is up to iTech who contacts the Customer to decide whether or not to provide the Call-Out Repair Services to the Customer, and it is up to the Customer to decide whether or not to accept the Call-Out Services from any iTech contacted through Plan.com;
 - 3.1.3. the contract for the provision of Call-Out Repair Services will be between the Customer and the iTech on

the basis of the Terms below; and

3.1.4. the price quoted to the Customer for the Call-Out Repair Services in respect of each Mobile Appliance is an indicative non-binding quote issued by Plan.com (on behalf of the iTech) based upon information provided by the Customer in relation to each device. Accordingly, any such indicative price quotes are subject to detailed verification of each device. iTech will verify the Customers Mobile Appliance(s) on arrival. If there is any change to the indicative price quoted to the Customer, iTech will notify the Customer to establish whether or not the Customer wishes to proceed at the increased cost. Any such increased charge shall only be payable if the Customer agrees to such additional price. If the Customer does not agree to the additional price, iTech shall not perform the Call-Out Repair Services and shall have no liability to the Customer whatsoever other than to refund any sum previously paid by the Customer relating to the Call-Out Repair Services.

3.2. Where the Customer enters into a contract with iTech for Call-Out Repair Services, in addition to the Customer's rights against iTech:

3.2.1. all Call-Out Repair Services will always be covered by the Plan.com warranty at clause 10 of these Terms; and

3.2.2. the Customer may make any complaints regarding the iTech to Plan.com at any time and Plan.com shall investigate the Customer's complaint.

3.3. Where the Customer enters into a contract with iTech for Call-Out Repair Services the Customer agrees that:

3.3.1. Plan.com simply offers information and a method to introduce the Customer and iTech's with each other, but Plan.com to provide any services to the Customer or act in any manner as a provider of repair services; and accordingly, Plan.com has no liability or responsibility for any Call-Out Repair Services voluntarily provided to the Customer by any iTech and/or the acts and/or omissions of iTech.

3.4. The Customer may cancel an Order for Call-Out Repair Services at any time before the iTech commences travelling to the Customer's location. If the Customer's cancellation takes effect once the iTech has commenced travelling to the Customer location, the Customer will have to pay the iTech a non-refundable call out fee stated on the Portal.

4. CHANGES TO ORDER OR TERMS

4.1. The Customer may make a change to the Order for Repair Services at any time before the start date for the Repair Services by contacting Plan.com. Where this means a change in the total price of the Repair Services, Plan.com will notify the Customer of the

amended price in writing.

5. REPAIR CONDITIONS

5.1. By placing an Order, the Customer:

- 5.1.1. authorises and consent to Plan.com to perform the Repair Services on the Customers Mobile Appliance(s);
- 5.1.2. acknowledges that whilst Plan.com and iTech's technicians are trained repair specialists, Plan.com and iTech is not an authorised service provider for any manufacturer of any brand of device and has no affiliation with any device manufacturer;
- 5.1.3. agrees to release, indemnify, and hold Plan.com and its technicians from liability for any claims or damages of any kind or description that may arise from any repair work performed on the Customers Mobile Appliance(s), unless it is caused by Plan.com's gross negligence;
- 5.1.4. agrees that where the Repair Services relate (in any way) to liquid damage on the Customers Mobile Appliance(s), the warranty in clause 11 does not apply to any liquid damaged Mobile Appliance(s);
- 5.1.5. agrees that any data or information that the Customer may have stored on the Customers Mobile Appliance(s) shall remain the Customer's sole responsibility and Plan.com accepts no liability for loss, deletion, amendment to or corruption of such data howsoever caused and Plan.com therefore highly recommends that the Customer back up their Mobile Appliance(s) prior to allowing Plan.com to work on your Mobile Appliance(s);
- 5.1.6. agree that the Customers are responsible for removing any SIM and/or memory cards on their Mobile Appliance(s) and Plan.com shall not in any event be liable for any data loss, corruption, deletion, or alteration, and hardware or software failure;
- 5.1.7. acknowledges that any Repair Services rendered by Plan.com may void manufacturer warranties for the Customers Mobile Appliance(s), and that Plan.com does not assume any liability or warranty if the manufacturer warranties are voided.
- 5.1.8. agrees that it is the Customer's responsibility to inform Plan.com accurately with regard to the model description and condition of their Mobile Appliance(s), as well as whether any modifications or repairs have previously been attempted or completed on their Mobile Appliance(s). Plan.com will perform a check-in diagnosis of the Customers Mobile Appliance(s) to evaluate its/their condition. If the Mobile Appliance(s) is in noticeably different condition than previously described, the Customer agree that additional charges may apply which Plan.com will advise the Customer of before proceeding;

5.2. where the Repair Services involve the repair of water proof devices, Plan.com cannot guarantee the Mobile Appliance(s) will remain water proof following completion of the Repair Services.

6. TIMING, POSTING YOUR MOBILE APPLIANCE(S) AND RETURN OF YOUR MOBILE APPLIANCE(S)

Timing

6.1. Whilst Plan.com aims to perform the Repair Services within a reasonable timeframe, the Repair Services may be subject to Force Majeure, which may include waiting for new spare parts to be ordered and to arrive with Plan.com. In any event, all times for performance of the Repair Services are approximate only, and Plan.com will not be liable for any compensation as a result of late delivery of the Repair Services.

Delivery to the Customer

6.2. Any Mobile Appliance(s) shipped to the Customer must be examined by the Customer immediately upon receipt. If their Mobile Appliance(s) is/are delivered damaged, unrepaired or with further faults the Customer must inform Plan.com in writing within one days of receipt. If the Customer does not inform Plan.com within one days or receipt, Plan.com shall have no liability if their Mobile Appliance(s) is/are damaged/faulty on arrival.

Sending your Mobile Appliance(s) to Plan.com

6.3. The following provisions apply in relation to sending the Customer's Mobile Appliance(s) to Plan.com:

6.3.1. remove all sim and memory cards from the Customer Mobile Appliance(s) before sending to Plan.com for repair; and

6.3.2. the shipping of the Customers Mobile Appliance(s) to Plan.com is the Customers responsibility. If the Mobile Appliance(s) arrive with Plan.com with further damage, or is/are lost in transit, the Customer, as the shipper shall bear full responsibility for that risk of loss.

7. LIQUID DAMAGE REPAIRS

7.1. Where any part of the Repair Services include liquid damage repairs it is agreed that:

7.1.1. whilst Plan.com will use reasonable endeavours to repair the Customers Mobile Appliance(s) there is no guarantee of success, and accordingly, Plan.com shall have no liability for failing to repair any liquid damaged device;

7.1.2. the warranty in clause 10 shall not apply to any liquid damaged device; and

7.1.3. Plan.com's no fix-no fee policy (set out in clause 11.1 below) shall not apply.

8. DIAGNOSTIC SERVICES

8.1. Where any part of the Repair Services include Plan.com's

diagnostic services it is agreed that:

- 8.1.1. the charges for the diagnostic services are payable regardless of the outcome and accordingly, Plan.com's no fix-no fee policy (set out in clause 9 below) shall not apply;
- 8.1.2. where Plan.com diagnoses the fault with the Customers Mobile Appliance(s), Plan.com will advise the Customer of the cost to repair their Mobile Appliance(s). If the Customer wishes to proceed with the repair of such Mobile Appliance(s), a new contract will come into existence between the Customer and Plan.com on the basis of these Terms provided that Plan.com agrees to deduct the diagnostic fee paid by the Customer from the cost of the Repair Services; and
- 8.1.3. where Plan.com considers that the Mobile Appliance(s) is/are not repairable, the fee for the diagnostic service remains payable to Plan.com for carrying out the diagnostic services.

9. NO FIX-NO FEE, AND PRICE AND PAYMENT

No Fix-No Fee

- 9.1. Subject to clause 9.2, Plan.com operates a "no fix-no fee" policy towards the repair of the Customers Mobile Appliance(s) which means that if Plan.com does not repair a device, then the Customer does not pay a charge in relation to the device that has not been repaired. Plan.com will have no liability to the Customer if it is unable to repair the Customer Mobile Appliance(s).
- 9.2. Plan.com's "no fix-no fee" policy does not apply:
 - 9.2.1. where the Repair Services include Plan.com's diagnostic services; or
 - 9.2.2. where the Repair Services include liquid damage repairs; or
 - 9.2.3. to any element of the Repair Services which have been completed. For example, if the Customer device requires a screen replacement (completed successfully) and fixing the power button (not completed), the "no fix-no fee" policy would apply to the costs of repairing the power button, but the Customer would still be required to pay for the screen repaired.
- 9.3. Where Plan.com's "no fix-no fee" policy applies, Plan.com shall refund any sum previously paid by the Customer to Plan.com (less, the postage costs of returning the Mobile Appliance(s) to the Customer).

Price and Payment

- 9.4. The price quoted to the Customer for the Repair Services in respect of each device is an indicative non-binding quote issued by Plan.com based upon information provided by the Customer in relation to each relevant device. Accordingly, any such indicative

price quotes are subject to detailed verification for each device.

- 9.5. On receipt of the Customers Mobile Appliance(s), Plan.com will check the Customers Mobile Appliance(s). If there is any change to the indicative price quoted to the Customer for any applicable device; and/or if the Customer have booked a particular repair; and/or Plan.com made a mistake in its pricing, Plan.com will notify the Customer to establish whether or not the Customer wishes to proceed at the increased cost. Any such increased charge shall only be payable if the Customer agree to such additional price. If the Customer does not agree to the additional price, Plan.com shall not perform the Repair Services and shall have no liability to you whatsoever.
- 9.6. Where the Customer does not have a credit account with Plan.com with sufficient credit, Plan.com will ask the Customer to make an advance payment of 100% of the price of the relevant services. The Customers rights to a refund or cancellation are set out in clause 12 and the Customer must pay each invoice in cleared funds using any method specified on The Portal.
- 9.7. Where the Customer has a credit account in the Portal with Plan.com with sufficient credit available, the Customer must pay each invoice rendered by Plan.com within seven days of the date of the invoice in cleared funds without any reduction, deduction or set-off.
- 9.8. The prices quoted to Customers are exclusive of VAT and VAT will be payable on all Repair Services.
- 9.9. If the Customer does not make the payment due to Plan.com by the due date for payment, Plan.com may:
 - 9.9.1. charge interest to the Customer on the overdue amount at the rate of 3% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. and/or
 - 9.9.2. retain the Customers Mobile Appliance(s) and charge an additional fee (being the charges set out on our site) for storage of their Mobile Appliance(s) until all payments due have been paid in full.

10. WARRANTY

- 10.1. Except as provided by this Clause 10, Plan.com's Repair Services are backed by a 12 month parts and labour warranty. This warranty does not apply to diagnostic services or liquid damage repairs.

Scope of Warranty

- 10.2. The warranty in clause 10.1 is limited to:
 - 10.2.1. screen/LCD and any other repaired or replaced parts that malfunction, or do not work as intended or designed; and/or

10.2.2. the parts and/or services that were paid for by the Customer to Plan.com.

What the warranty does not protect against

10.3. The warranty in clause 10.1 does not protect against any of the following relating any relevant device which is the subject of the Repair Services:

- 10.3.1. any mishandling that causes subsequent damage to the relevant Mobile Appliance(s);
- 10.3.2. water or other liquid damage;
- 10.3.3. damage or faults resulting from attempted Customer or third party repairs at any time;
- 10.3.4. software issues unrelated to the repair and/or any damage resulting from viruses or other malicious pieces of software that may have been transmitted during servicing or escaped detection;
- 10.3.5. any jail broken or "rooted" device;
- 10.3.6. water proof devices;
- 10.3.7. new damages unrelated to the Repair Services; and/or
- 10.3.8. any loss of data occurring as a result of the repair.

Non-Transferable warranty

10.4. The warranty in clause 10.1 is only valid only for the specific Mobile Appliance(s) repaired under the Repair Services and the original Customer; it is not transferable across devices or if the relevant devices is sold or given to another person.

Damage caused by Plan.com

10.5. If any relevant device is irreparably damaged as a direct result of a repair attempted by Plan.com and payment has been rendered by the Customer, the Customer is entitled to a fully functional refurbished device of equal or greater value of the damaged device based on its model and condition as received and with the original repair issue resolved, or the monetary equivalent of fair market value of the device in that condition as determined by Plan.com.

10.6. In the unlikely event that there is any defect with the Repair Services which is covered by the warranty in clause 12.1 the Customer shall:

- 10.6.1. contact Plan.com and tell Plan.com as soon as reasonably possible after becoming aware of any defect;
- 10.6.2. give Plan.com a reasonable opportunity to repair or fix any defect; and
- 10.6.3. Plan.com will use every effort to repair or fix the defect within eight working days.

11. PARTS WARRANTY

11.1. As part of the Repair Services provided to the Customer, Plan.com may provide the Customer with replacement parts

("Parts") and accessories ("Accessories") supplied by third parties.

- 11.2. Plan.com warrants to the Customer that from the date the Parts or Accessories are provided to the Customer and for a period of 12 months thereafter ("**Warranty Period**"), each Part and Accessory provided to the Customer as part of the Repair Services will be materially free of manufacturing defects. Plan.com's sole obligation, and the Customers sole remedy, under this warranty is limited to, at Plan.com's sole discretion, either repair or replacement of the defective Part or Accessory. This warranty is non-transferable.
- 11.3. Plan.com obligations under the warranty in clause 11.1 is conditional on the Customers prompt notification to Plan.com of any warranty claim and complying any warranty procedures provided to the Customer.

12. **YOUR RIGHTS TO CANCEL**

- 12.1. Before Plan.com begins to provide the Repair Services, the Customer has the right to cancel an Order for Repair Services, including where the Customer chooses to cancel because Plan.com is affected by Force Majeure in the following circumstances
 - 12.1.1. the Customer may cancel a Order at any time before Plan.com has started the Repair Services by contacting Plan.com. Plan.com will confirm the Customer's cancellation in writing to the Customer and;
 - 12.1.2. if the Customer cancels an Order under clause 12.1.1 and the Customer has made any payment in advance for Repair Services that have not been provided to the Customer, Plan.com will refund the amount less the postage cost incurred by Plan.com to return the Mobile Appliance(s) to the Customer.