

TERMS & CONDITIONS FOR BUSINESS MOBILE SERVICES.

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS: (i) THESE CONDITIONS FOR BUSINESS MOBILE SERVICES & (ii) THE TERMS & CONDITIONS FOR THE PROVISION OF NETWORK SERVICES (available on request if not attached). Where there may be any conflict between the above Conditions, then these Conditions shall prevail for all mobile services.

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement the following terms shall have the following meanings;

- 1.1 "Agreement" means the agreement between the Service Provider and the Subscriber for the provision of a Service incorporating these terms and conditions and the Order Form and Tariff.
- 1.2 "Airtime" means wireless airtime and network capacity produced from the Network Operator.
- 1.3 "End-User Licensed Software" (EUL) means any software, the license terms for which are governed by a separate agreement with the licensor of such software typically by means of a "click-wrap" or "shrink-wrap" license agreement.
- 1.4 "Equipment" means the items supplied by us under this Agreement and includes any Software (but not End-User Licensed Software) and documentation supplied under this agreement.
- 1.5 "GPRS Bearer" means the General Packet Radio Service provided by the Network Operator that forms part of the Airtime.
- 1.6 "Mobile device" means the mobile equipment incorporating a SIM card.
- 1.7 "Mobile web" is full colour internet access and email on the move.
- 1.8 "Network" is the mobile device system over which services are provided.
- 1.9 "Network Operator" means the network operator who operates the wireless network of networks to which the SIM cards are connected.
- 1.10 "Order Form" means the Daly Systems Ltd order form to which these terms and conditions are attached and which contain details of your application for the Service and the Mobile Devices.
- 1.11 "Service" means any provision of Airtime, Equipment, GPRS Bearer, mobile web, SMS, SMS Land to Mobile Test Messaging Service, location based services and/or any other Wireless Services.
- 1.12 "Software" means any software (excluding End-User Licensed Software) supplied to the Customer, the Network Operator or any other supplier under the terms of or in respect of this Agreement.
- 1.13 "SIM Card" means the subscriber identity module supplied by the Network Operator (and which shall at all times remain the property of the Network Operator), which is allocated to you by Daly Systems Ltd, and which contains the Number.
- 1.14 "SMS" means the short message service, which enables text messages to be sent to, and received from Devices.
- 1.15 "SMS Land to Mobile Text Messaging Service" (SMS-LTMTMS) means the short message service for the text messages sent to SIM Cards via a software application in conjunction with a private or a virtual private circuit linking the Customers' wireless private or virtual private data network with the Wireless Services.
- 1.16 Daly Systems Ltd or "We, Us" means Daly Systems Limited of 1 Heanor Street, Leicester, LE1 4DB
- 1.17 "Tariff" means the Daly Systems Ltd tariff that sets out the rates, which we will charge you for your calls and other services you have chosen. This will be included on your Order Form.
- 1.18 "Term", the length of time you commit to taking the Service for each Mobile Device, SIM Card or Mobile Device upgrade ordered as more particularly described in Clause 3. The Initial Term is specified on the Order Form under the Length of Agreement.
- 1.19 "You" means the customer whose company details or personal details are set out on the Order Form.

2. SCOPE OF THE AGREEMENT

- 2.1 Daly Systems Ltd agrees to provide you with the Service and/or Mobile Devices and you agree to use the Service and the Mobile Devices on the terms set out in this Agreement.
- 2.2 This agreement and any other document referred to herein sets out the entire agreement between us relating to any Mobile Device or Service supplied to you by Daly Systems Ltd. You acknowledge that you have not relied on any representation, undertaking or statement not set out in this Agreement.

3. LENGTH OF AGREEMENT

- 3.1 This Agreement begins when we either accept your application via a signed order form for the Service and/or Mobile Device in writing or when we send you the Mobile Devices and/or SIM Card for the Services you have ordered, whichever is the earlier. Our obligations under this agreement commence on the connection date. Our

acceptance of your application is subject to your passing a UK credit check, your consent to our submitting your details to a credit reference agency for this purpose and by signing this Agreement.

3.2 You agree that each Mobile Device ordered by you is subject to its own agreement. The Term commences on the date of initial connection of your Mobile Device and/or SIM Card to the Service. The initial Term is specified on the Order Form under the Length of Agreement. The Term shall automatically be extended until written notice is given to terminate under clause 8.3

3.3 Upgrades: If you upgrade your Mobile Device to a new model, then the new model will be subject to a new Term from the date the new model was delivered.

4. SUPPLY OF MOBILE DEVICES

4.1 We will try to deliver the Mobile Devices within agreed timescales, under no circumstances shall we be liable to you for any loss of any kind whatsoever caused by any delay in delivery of the Mobile Devices.

4.2 Daly Systems Ltd is not the manufacturer of any Mobile Devices or Equipment supplied to you under this Agreement. Daly Systems Ltd warrants that each item of Equipment will conform in all material respects to the manufacturers specification for a period of 12 months (apart from Software in which case for 90 days) from the date on which each item of Equipment is dispatched (the "Warranty Period") unless special conditions associated with certain equipment apply.

4.3 All risks of loss or damage to Mobile Devices shall pass to you upon delivery. Property in the Mobile Devices shall not pass to you until the purchase price has been paid in full. The SIM Cards shall remain the property of the Network Operator at all times. You do not have the right to return any Mobile Device or Equipment unless it is faulty.

4.4 Any mobile Device delivered damaged must be notified to Daly Systems Ltd within 3 working days and returned to us within 6 working days of the order being delivered. We may, entirely at our discretion, repair or replace such damaged Mobile Devices, substitute substantially similar goods or reimburse the price paid for the damaged Mobile Devices.

4.5 After a period of 14 days following delivery, Daly Systems Ltd cannot be held responsible for problems arising with faults on Mobile Devices or Equipment. Anything done by Daly Systems to help deal with a manufacturer warranty issue will be deemed to be over and above the terms of this agreement. We cannot guarantee to provide loan devices in instances where equipment requires repair. If we are able to source a temporary device we are able to levy a charge upon you for doing so.

4.6 The warranty set out in this clause shall not apply where the Mobile Device has been altered in any way or been subjected to misuse, including without limitation being dropped in water or any other liquid, or to unauthorised repair.

5. CHARGES AND PAYMENT

5.1 You have to pay for all charges for your Mobile Device and for using the Service as set out or referred to on the Order Form or in the Tariff you have chosen on the Order Form, including without limitation the Call Charges, Connection Charges, Monthly Line Rentals and Mobile Devices Prices. You acknowledge that you are responsible for paying all Call Charges made using your Mobile Device and/or SIM Card whether or not such call has been made by you personally.

5.2 Unless expressly stated otherwise, all charges and prices for Services and Mobile Devices supplied under this Agreement are exclusive of VAT, which shall be charged at the rate and in the manner prescribed by law from time to time.

5.3 We must receive payment from you for charges within 14 days of the date of invoice. Payments must be made by direct debit. Any other payment method can only be made with prior written approval by us and may attract a surcharge of £3.00 per month.

5.4 If we receive payment later than the timescales shown in clause 5.3 above we may charge interest on the amount outstanding. Interest will be charged at the rate of 4% above the base-lending rate of HSBC Bank PLC.

5.5 All sums due to us must be paid in full without set-off, counterclaim or deduction.

5.6 We may set monthly credit limits for call charges where you pay in arrears. We may stop you using some or all of our Services if you go over the credit limit.

5.7 You must tell us within 1 month of the invoice date if you have a query on any of your invoices. Any dispute in respect to an invoice must be submitted to us in writing within 1 month of the date on the invoice failing which it will be deemed agreed and accepted.

6. INTELLECTUAL PROPERTY

6.1 In the event that Daly Systems Ltd or its sub-contractors supply software to you for use in conjunction with the Service, Daly Systems Ltd grants You, so far as Daly Systems Ltd is able, a non-exclusive, non-transferable license for the use of such software for the duration of this Agreement. Except as permitted by law, the Customer is not permitted to copy, de-compile or modify the software, nor copy the manuals of documentation supplied with such software.

6.2 If requested by Daly Systems Ltd, the Customer shall sign any agreement containing reasonable terms which is reasonably required by the owner of the copyright in such software to protect the owner's interest in that software. No additional charges are payable under such agreement.

7. YOUR USE OF THE SERVICE

7.1 You must not use your SIM Card or Mobile Device (or allow it to be used) for any illegal, fraudulent, or immoral purpose or to make offensive or nuisance calls. We may report any incidents to the police or any other relevant official organisation.

7.2 You must not use your SIM Card or Mobile Device with any equipment, which has not been approved for use on the Network. We are not responsible for any damage arising to equipment due to any such use, nor are we liable for any usage problems.

7.3 You agree to follow all reasonable instructions we provide you with regarding your use of the Service (for example, fair usage policy), the SIM Card and the Network and provide us with any information we reasonably ask for.

7.4 You must tell us immediately if your name, company name, address or bank account details change.

7.5 You agree not to use the SMS or SMS-LTMTMS for the purpose of marketing or advertising anything to users for wireless services without the consent of those users.

7.6 You agree that in respect of SMS, Daly Systems Ltd is acting as a service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Users SIM Cards, which do not originate from the Service Provider. You grant us and our Network Provider a royalty free, perpetual and worldwide license to store, transmit or otherwise deal with any content you upload on the Service.

7.7 In relation to any Age Restricted Services, Premium Service and/or International Usage for which your Service is enabled, it is your responsibility to monitor access to these and you are responsible for any use of these services on any Mobile Device in your possession. We can restrict access to services, but only where we have been asked in writing to do so.

7.8 Where you have provided us with a Password we will require this to be provided before making amendments to your service. Passwords are your responsibility and should be kept confidential.

8. HOW YOU CAN END OR TERMINATE THIS AGREEMENT

8.1 You can end the agreement immediately if we have broken this agreement and cannot rectify the situation within 14 days of you telling us about the breach in writing.

8.2 You can end this agreement immediately if we do not give you Service for 14 consecutive days or more (by giving us written notice specifying the reason) unless you have broken this agreement or a matter covered in clause 13 or 17 occurs.

8.3 You can end this Agreement by giving us 90 days written notice to expire at the end of the Initial Term or each anniversary thereof.

8.4 You can end this Agreement by giving us 90 days written notice to expire before the end of the term.

9. WHAT YOU HAVE TO PAY WHEN YOU END THIS AGREEMENT

9.1 If you end this agreement for any reason, you will have to pay the charges you owe on your account and any unpaid invoices for Mobile Devices.

9.2 If you end this agreement under clause 8.1 or 8.2 and have paid the monthly charges in advance then you can receive a refund of the part of the payment you have not used or you may use the Service until the payment is used up.

9.3 In addition to the amounts payable under clause 9.1 above, if you end this agreement early under clause 8.4, you must pay;

9.3.1 The monthly line rentals for the part of the term you have not used. The terms of this Agreement will continue to apply to paying off these charges; and

9.3.2 A £5 fee per SIM Card for the cost of disconnecting your Mobile Devices from the Network.

9.4 Any sign on bonus and/or Mobile Device supplied under this Agreement is calculated using a subsidy we are paid by the Network. This subsidy applies only when you are connected to the Network. Therefore, if you end this agreement prior to the expiry of the initial terms for any Mobile Devices supplied, you will be invoiced for the rebate or cost of the supplied device.

9.5 If a request is received to port a mobile telephone number to another provider, we will not be obliged to provide a porting authorisation code ("PAC") to you unless there are no outstanding amounts due from you to us in relation to this Agreement.

10. NO THIRD PARTY RIGHTS

Under the terms of this Agreement a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from by that Act.

11. HOW WE CAN END THIS AGREEMENT

11.1 We can end this Agreement immediately if you become bankrupt, insolvent or go into liquidation or if you enter into a voluntary agreement or have a receiver and/or administrator appointed over any or all of your assets. We do not have to give you notice in these circumstances.

11.2 We can also end this Agreement in the following circumstances;

11.2.1 If you break this agreement and do not fully resolve the situation within 14 days of us telling you about the break. An example of a break of this agreement is not paying your invoices.

11.2.2 If the Network closes down for any reason.

11.2.3 If you give us false information.

12. WHAT YOU HAVE TO PAY WHEN WE END THIS AGREEMENT

12.1 If we end this agreement because you break it, become bankrupt, go into liquidation or provide us with false information you will have to pay to us all the charges set out in clauses 9.1, 9.2, and 9.4 above, that you would have paid if you had ended this Agreement early under clause 8.4 and/or return to us any Mobile Devices that are still subject to the Initial Term.

12.2 If we end this agreement because the Network closes down, you will only have to pay the charges already due. We will repay any monthly charges you have paid in advance.

13. WHAT TO DO IF YOUR SIM CARD OR MOBILE DEVICE IS LOST OR STOLEN

13.1 You must inform us immediately if a SIM Card supplied to you by us is lost, stolen or damaged. You will remain liable for all Charges incurred until you do so. Following notification the SIM card will be barred for all usage but we cannot bar use of the equipment itself. We will send you a replacement SIM Card as soon as reasonably practicable, but reserve the right to charge you for this.

13.2 If you need us to replace a Mobile Device because it has been lost, stolen or damaged, we reserve the right to charge you the full price of any replacement.

14. LIMITS OF LIABILITY

14.1 We are only liable to you as set out in this Agreement. We have no other duty or liability to you.

14.2 Nothing in the Agreement shall limit or exclude our liability for death or personal injury resulting from our negligence or that of our employees or for fraudulent misrepresentation or any other liability, which may not by applicable law be excluded or limited.

14.3 Except as set out in clause 14.1 above, our entire liability to you for something we or anyone who works for us does or does not do in connection with this Agreement and the equipment and services supplied by us is limited to £2,500 for one incident and to £5,000 for all incidents in a 12 month period.

14.4 We shall not be liable to you in any way for any loss of income, business or profits, loss of data or for any loss or damage that was not reasonably foreseeable at the time you entered into this agreement.

14.5 We are not liable to you in respect of any products or services you order from other companies using your Mobile Devices.

14.6 We will not be liable to you if we cannot carry out our duties or provide our services because of something beyond our reasonable control.

14.7 Where your Mobile Device allows access to the Internet, we shall not be liable to you for any of the content of any website or other material that you access via the Service.

14.8 Clause 7 will apply even after this Agreement has ended.

15. SERVICE AVAILABILITY AND SUSPENSION

15.1 We shall use all reasonable endeavours to provide and maintain the availability of the Service. However, we do not warrant that the service shall be available without interruption or that it will be free from error. We may suspend the Service immediately without notice if;

15.1.1 The Network fails or if it is being modified, maintained or repaired, or if the Network is unavailable for any other reason.

15.1.2 You tell us about the loss or theft of your SIM Card or Device (but you must still pay the service charges under this agreement for any calls made using your stolen Device or SIM Card)

15.1.3 We do not receive full payment for any of your invoices in time or you exceed any credit limits set under clause 5.6

15.1.4 We reasonably suspect or know your Device or SIM Card is being used fraudulently, illegally or in any other way that contravenes this agreement.

15.1.5 We feel we have any other substantive reason to suspend services such as but not limited to, false provision of data, government body request and inactive use of services

16. WHAT YOU MUST PAY IF THE SERVICE IS SUSPENDED

16.1 If the Service is suspended for reasons set out in clause 15.1.1 for more than 3 days in any month you will not have to pay line rental for that period.

16.2 If the Service is suspended for any of the reasons set out in clauses 15.1.2, 15.1.3, 15.1.4 or 15.1.5 you will still have to pay the monthly line rental.

16.3 If we bar your access to the Service, we have the option to charge you a fee of £10.00 per Mobile Device for reconnection.

17. CHANGES TO THIS AGREEMENT

17.1 We can change the terms of this Agreement by giving you notice if the law or any regulations affecting the Service changes or VAT or any other tax is increased.

17.2 We can change our charges for the Service on 30 days written notice. However if we increase our charges or

introduce new charges because of something other than a change in the law or an increase in taxes, you can end this agreement on 30 days written notice. You will then only have to pay invoices for Services and Mobile Devices that you incur up until the end of the notice period. During the notice period the old charges will still apply.

17.3 If you carry on using the Service after the variation commences, you will be deemed to have accepted the variation and such variation does not require the signature of either party.

18. TRANSFERRING THIS AGREEMENT

This agreement is personal to you but please contact us if you want to transfer your SIM Card or Mobile Device. We can transfer this agreement if we give written notice beforehand.

19. OWNERSHIP OF THE SIM CARD AND DEVICE NUMBER

19.1 We shall allocate telephone numbers to you which you shall only use to access the services. We may change or reallocate your Mobile Device number where required to do so by UK statutory or regulatory authority but will exercise all reasonable endeavours to minimise any disruption to you. We may withdraw telephone numbers from you if you fail to comply with this agreement.

20. COVERAGE

20.1 Services will be provided within our Network Providers network area or by roaming onto other networks where applicable but it is always possible under such circumstances that the quality or coverage may be affected at times.

20.2 We cannot guarantee coverage in any area as we have no control over this. The Service may be affected by interference caused by weather, high buildings, geographical feature and tunnels.

20.3 We shall use reasonable endeavours to give you access to Overseas Networks; however we are not responsible for their performance. If using services in a country outside the EEA, the treatment of your personal information may be subject to laws and regulations applying in that country which may not protect your information in the same way as standards within the UK or EEA.

21. USE OF YOUR DETAILS

21.1 For the purposes of fraud prevention, debt collection, credit management and emergency services provision, you agree that we may disclose information about you and your account with us to debt collection agencies, credit reference agencies, financial institutions, emergency service organizations and other Device companies. We may also pass your details to third parties in the event that we sell our business in order that you can continue to receive a Mobile Device Service.

21.2 You also agree that we can process your organisations information and users personal data for a number of purposes, including to open and manage an account for Services, to deliver products and services ordered by you and for product analysis and direct marketing (subject to your preferences).

22. DISPUTES AND THE LAW

22.1 Any concession or extra time we allow you under this Agreement applies only to the specific circumstances in which we give it. It does not affect our rights or remedies under this Agreement in any other way and will not constitute a waiver of our rights.

22.2 If any term or part of this Agreement is not legally effective, it shall not affect the enforceability of the remainder of the Agreement. The parties shall also agree that any ineffective or unenforceable term or part of this Agreement shall be substituted with a provision as similar in meaning to the original as is possible without rendering it unenforceable or ineffective.

22.3 You have the right to refer any disagreement regarding the service to an Arbitration Procedure. This was set up by the Chartered Institute of Arbitrators and the Network operators and we will provide details on request.

22.4 This Agreement shall be governed by the laws of England and Wales and according to English Law and subject to the non-exclusive jurisdiction of the English Courts to which both parties hereby submit.