

— **Section One: Terms and Conditions** —

**I. General**

I.1. The terms set out in this Annex form part of our Standard Terms (which are comprised of the Main Body Terms, available at [www.gradwell.com/terms-conditions/](http://www.gradwell.com/terms-conditions/), and all relevant Annexes). The terms in this Annex apply whenever you buy any of our mobile telephony services (“**Mobile Services**”) under the network-billed model. This Annex does **not** apply where you buy Mobile Services from us under our wholesale model, to which a separate annex applies. The type of model that applies will be made clear to you when you buy the Mobile Services.

I.2. Any conflict between the Main Body Terms, the Annexes and/or any other document expressly referred to in the Standard Terms will be determined in accordance with clause 19.8 of the Main Body Terms.

I.3. All definitions used in the Main Body Terms apply to this Annex.

I.4. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.

I.5. Other definitions that appear only in this Annex have the meanings set out below:

- ‘**Mobile Device**’ means a mobile phone you use in connection with the Mobile Services.
- ‘**Network**’ means the third party mobile device digital network over which the Mobile Services are provided.
- ‘**Network Operator**’ means the operator of the Network providing the Mobile Services and with whom you contract directly for those services.

**2. Provision of Mobile Services and Gradwell’s role**

2.1. Gradwell shall act as an introducer to what it believes is the most suitable Network Operator to supply you with Mobile Services, and you shall contract directly with them for the supply of such services. This shall not affect or replace the Contract between us and you.

2.2. You acknowledge and agree that you must agree to and comply with the contract terms of the relevant Network Operator, and that they shall bill you for the Mobile Services.

2.3. Our role and activities in connection with the supply of Mobile Services under the network-billed model are strictly as specified in this Annex. All other obligations and responsibilities in connection with the Mobile Services shall fall on the relevant Network Operator.

### **3. Support for Mobile Services**

3.1. We shall provide you with remote support in connection with the Mobile Services. Such support shall be limited solely to network service issues and we are not required to provide any support to you in connection with your Mobile Device or other hardware or associated software.

### **4. Minimum Contract Period for Mobile Services and continuation of the Contract**

4.1. Except where specified otherwise on the Gradwell quote, Order Form or Order Confirmation, the Minimum Contract Period for Mobile Services shall be two or three years, dependant on the service selected in accordance with clause 15.2.3 of the Main Body Terms and the Contract shall renew in accordance with clauses 15.3 and 15.4 of the Main Body Terms.

### **5. Spend caps**

5.1. We can impose at our absolute discretion spend caps that apply to your Mobile Service. Where you request removal of the spend cap (which we have the right but no obligation to approve), you shall be liable for all charges, costs, expenses and fees incurred in connection with the Mobile Services beyond the spend cap and you agree to indemnify and hold us harmless for all charges, costs, expenses and fees we incur in this regard.

### **6. Use of third-party portal**

6.1. Where you use any portal, system or similar functionality not provided by Gradwell to access or manage any aspect of the Mobile Service (such as the portal of the Network Operator), you do so at your own risk and in accordance with any relevant terms or policies stipulated by the relevant third party. Gradwell shall have no liability in connection with your use of any such portal, system or similar functionality. This paragraph 6.1 does not apply to the Control Panel.

### **7. Lawful interception**

7.1. You shall support us, the Network Operator and our other relevant suppliers in fulfilling their legal obligations regarding the lawful interception activities in relation to your traffic associated with the Mobile Services. You acknowledge that we, the Network Operator and our other relevant suppliers are obliged to respond to lawful requests for the



disclosure of communications data and that such disclosure shall not constitute a breach of the Standard Terms.