

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

1. General

1.1. 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/, and all relevant Annexes). The terms in this Annex apply whenever you buy any of our mobile telephony services (“**Mobile Services**”) under the wholesale model. This Annex does **not** apply where you buy Mobile Services from us under our network-billed 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.

1.2. 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.

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

1.4. 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.

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

- ‘**Gateway**’ means any equipment containing a SIM which enables the routing of calls or data (including, without limitation, text or picture messages) from fixed apparatus to mobile equipment by establishing a mobile to mobile call or transmission.
- ‘**Mobile Device**’ means a mobile phone incorporating a SIM Card 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 to which a SIM Card is connected.
- ‘**SIM Card**’ means a subscriber identity module we provide to you for use with the Mobile Service, and may be a physical SIM card or an e-SIM.

2. Provision of Mobile Services

2.1. Without affecting any part of clause 6 of the Main Body Terms, you acknowledge that mobile speeds and coverage of the Mobile Services may be affected by a number of factors including buildings, environmental issues such as terrain and weather conditions and the number of people using the Network at any time. Coverage and reception quality will also

vary depending upon your Mobile Device. Any materials we provide giving an indication of outdoor coverage are estimates only and do not guarantee service coverage which may vary depending upon location.

2.2. We do not provide any guarantee that the Mobile Services will be continuously available or fault-free, or that issues may not occur from time to time.

3. Compatible Mobile Device

3.1. You will need a compatible Mobile Device to access the Mobile Services. Unless we supplied the Mobile Device, you are responsible for ensuring that it is compatible with the Mobile Services and has the necessary software updates and installations required to access and use the Mobile Services. You must follow any instructions that we give you about accessing the Mobile Services through your Mobile Device.

4. SIM Cards

4.1. We will provide you with a SIM Card to enable you to use the Mobile Service with your Mobile Device. You can select either a physical SIM Card or an e-SIM (where the latter is available).

4.2. All SIM Cards will remain our property or that of our relevant supplier at all times and title to them will not pass to you.

4.3. We will grant you (or will arrange for the relevant licensor to grant to you) a licence for the use of the SIM Cards and any associated software necessary for the sole purpose of your use of the Mobile Services in accordance with the Standard Terms.

4.4. You must immediately inform us if any SIM Cards we allocate to you are lost, stolen or are used without your consent. You will be liable for any unauthorised use of any SIM Cards as a result, including but not limited to Charges, losses, damages and expenses.

4.5. You shall not grant, or attempt to grant, to any other party any right or interest in the SIM Cards. The code on the SIM Card remains the property of the Network Operator. Should you try to interrogate a SIM Card or reverse engineer the code, we and/or the Network Operator reserve the right to disconnect you immediately, and we may terminate the Contract with immediate effect.

4.6. We will replace any faulty SIM Cards at no charge to you, but we will charge for replacing any SIM Card for any other reason.

5. Numbers and porting

5.1. We will allocate a mobile telephone number to you for you to use with the Mobile Service. You are unable to select specific mobile numbers. We reserve the right to alter, withdraw or reallocate any allocated number from time to time to comply with Law and directions from any regulatory authority of competent jurisdiction, or where required by the Network Operator.

5.2. You may request to port out a mobile telephone number we allocate to you. Where you request this, we will arrange for the Network Operator, subject to Law, to transfer the relevant number to your chosen new network. We reserve the right to charge you a reasonable administration charge in relation to each telephone number you request. You may port in a mobile number from other network operators for use with your Mobile Service — further details are available from us on request.

6. Customer obligations

6.1. Without affecting other relevant obligations in the Standard Terms that apply to you, you must:

- a) comply with any applicable fair use policy that we may issue from time to time; and
- b) comply with any roaming policies that we may issue from time to time.

7. Emergency calls

7.1. You may use the Mobile Service to contact the emergency services for free by calling 999 or 112 provided you are in range of the Network. If you are not within range of the primary Network, your Mobile Device may try to use another mobile network to connect your call to the emergency services. Depending on the Mobile Device you use, your approximate location (using network, global positioning satellite network information and Wi-Fi data) may be provided to the emergency services via functionality built into the Mobile Device.

7.2. Where you are using a Wi-Fi calling service to call 999 in the UK, you should be aware that a call may be interrupted or end if you have a power cut or your internet connection fails. You should ensure that you have an alternative mobile or a fixed network connection to use in those circumstances.

7.3. You should ensure that your account details are up to date including the address of the business premises where you plan to use any Wi-Fi calling service. You should be aware that you may still be asked to provide your location when making an emergency call.

8. Minimum Contract Period for Mobile Services and continuation of the Contract

8.1. Except where specified otherwise on the Gradwell quote, Order Form or Order Confirmation, the Minimum Contract Period for Mobile Services shall be two years in accordance with clause 15.2.3 of the Main Body Terms.

8.2. Clauses 15.3 and 15.4 of the Main Body Terms shall apply to the renewal of the Contract, save that any renewal period shall be two years rather than 12 months.

9. Support for Mobile Services

9.1. 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.

10. Spend caps

10.1. 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.

11. Roaming

11.1. If you use the Mobile Services on or near the edge of the Network, you acknowledge and agree that you may not be able to access the Network but may instead be connected to the network of one of our roaming partners. Your use of the Mobile Service while connected to the network of our roaming partners will either:

- a) be deducted from any inclusive allowance you have, subject to any relevant cap or limit; or
- b) will be subject to charges where your allowance where you have no relevant allowance remaining.

11.2. Details of countries where you can roam using your Mobile Service are set out at [insert link]. When roaming abroad, you will be responsible for all Charges associated with use of your Mobile Service that are outside of your inclusive allowance (if any).

12. Service levels

12.1. Gradwell's standard service level agreement as set out on the Website shall apply to Mobile Services.

13. Use of third-party portal

13.1. 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 11.1 does not apply to the Control Panel.

14. Lawful interception

14.1. 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.

15. Required flow-down of wholesale terms

15.1. We are required by the wholesale suppliers we use to supply the Mobile Services to include the following terms in the Contract:

15.1.1. **Data collection:** Gradwell and its relevant wholesale suppliers may collect data about the timing and volumes of your data usage in connection the Mobile Service. Neither we nor our relevant wholesale suppliers are under any obligation to provide such data to you. You acknowledge and agree that, except in the case of manifest error, the data we and our relevant wholesale providers collect shall constitute accurate proof of your usage of the Mobile Service.

15.1.2. **Compliance with Law:** You must at all times comply with Law in connection with your use of the Mobile Service.

15.1.3. **No agency arrangement with our relevant wholesale suppliers:** Where we use wholesale suppliers in connection with the provision of the Mobile Services, we operate on our own account and there is no relationship of partnership, agency or similar between us and our wholesale suppliers whereby we can bind those wholesale suppliers in any way.

15.1.4. **Acts or omissions impacting Gradwell and its relevant wholesale suppliers:** You must not act (or fail to act) which in any way would directly:

- (a) result in Gradwell or its relevant wholesale suppliers being in breach of Law; or
- (b) cause injury or damage to any persons or the property of any persons; or
- (c) impair or damage the Network or any associated system (including billing systems) of Gradwell or its relevant wholesale suppliers; or
- (d) impair the quality of Services that Gradwell or its relevant wholesale suppliers provide.

15.1.5. **Gradwell rights and responsibilities:** You acknowledge and agree that we have the right to:

- (a) disconnect you immediately upon request by our wholesale supplier to prevent or stop network damage or misuse, AIT, fraud and similarly harmful activities, including those set out at clause 8.2 of the Main Body Terms;
- (b) Seek to recover from you the costs, charges and expenses we and/or our relevant wholesale suppliers have incurred from any activities listed in a) above;
- (c) bill and recover any payments properly due from you; and
- (d) otherwise follow our wholesale supplier's reasonable instructions.

15.1.6. **Gateways:** You acknowledge and agree that:

- (a) You must not connect or continue connection nor knowingly allow a person to connect or continue connection of any Gateways to the Network for any purpose including (without limitation) the illegal provision of telecommunications services to a third party. Save where approved in writing by Gradwell, you must not allow the use of any automated means to send SMS or voice traffic, or generate data usage; and
- (b) If we become aware that a Gateway is being used in a way that is resulting in any of the events listed in paragraph 13.1.5 (a) above, we will notify our relevant wholesale supplier and comply with their reasonable instructions to facilitate the disconnection of any such Gateway.

— Section Two: Pricing —

I. Pricing

I.1. Details of all prices and Call Tariffs set out on our Website, the Control Panel or on any Quotation are exclusive of VAT.

I.2. The prices for our Goods and Services and any inclusive minutes/call packages (except Call Tariffs) will be those which:

- a) are set out on the Website at the date on which the Contract is formed; or
- b) where we send a Quotation to you, as set out on the relevant Quotation,

which, in either case, will be confirmed on the Order Confirmation in accordance with the Main Body Terms.