

# Terms & Conditions for the supply of SIM Cards and Airtime

## 1 Definitions:

Words appearing in bold type in these terms and conditions have special meanings as set out below:

The agreement is these terms and conditions, the airtime application and the connection schedule in accordance with which we permit you to use the SIM card(s) and agree to provide services to you.

A dealer is a person who may have sold equipment or SIMs to you.

The equipment is the 3G or 4G routers and modems or other related items provided by us or by any dealer/reseller for use with the services.

The minimum period is the period for which you have agreed to receive the services as set out in this airtime agreement and starting on the date we connect you to the services and any extensions to it made pursuant to this agreement.

The network is the mobile telecommunications network to which each SIM card supplied under this agreement is connected.

The services are mobile telecommunication services obtained from our telecommunications network provider as specified in the connection schedule and provided to you.

The Subscriber Identity Module or SIM card is supplied by us or the dealer and allows you to use the services. Each SIM card supplied by us remains our property or the property of our telecommunications network provider.

The tariff is the charge plan you have chosen specified in the connection schedule and/or airtime application which determines the service charges you pay us. Details of the tariff are found in the connection schedule/airtime application associated with this agreement.

IP Address means the fixed IP address (Private or Public) that is allocated by Comms365 to the SIM Card. IP addresses remain the property of Comms365 at all times and cannot be transferred.

## 2 Your right to cancel:

You have the right to cancel this agreement at any time from the date you sign the customer agreement until we commence provision of the services by writing to us. You consent to us commencing provision of the services as soon as reasonably possible.

## 3 The services:

(a) We shall do our best to provide the services to you, but our ability to do so may be affected by circumstances beyond our control. These include but are not limited to: the capability of the equipment; the number of people using the network; geographic or atmospheric conditions; maintenance requirements or equipment failures. Any coverage maps are a best estimate, but not a guarantee of coverage.

(b) We may at any time set a limit on an amount of service charges you incur during each billing period or place a bar on the SIM card being used on overseas networks. If you want to vary any such limit or release any such bar you should contact us. You acknowledge that we may undertake credit checks to determine your creditworthiness and that we may refuse to vary any such limit or release any such bar.

(c) We may at any time require the payment of a non-interest bearing deposit: (i) as a condition of delivering the services to you; or (ii) to release any bar on the SIM card being used on overseas networks or (iii) as a condition of increasing any limit we impose on the amount of service charges you incur. The deposit will not exceed more than 4 months service charges calculated by reference to your actual usage of the services or, if you have not used the services for at least 4 months, on the basis of the information you gave to us when purchasing the equipment or in the existing airtime agreement. Any deposit paid by you will be repaid when this agreement ends or earlier if we agree (but we may in these circumstances reinstate any bar or limit).

(d) We do not block any ports as part of this service, so it is essential that adequate firewall protection is provided on your devices as Public IPs are visible from the Internet. Please note that 4G services also allow for the fast transmission and reception of data, so it is imperative that suitable equipment and protection is installed.

(e) 3G and 4G are not available in all locations. Before deciding on a particular SIM (3G or 4G), it is advisable to check on the mobile operators' Coverage checker (available on line) to see that there is 3G/4G/LTE signal in the location in which you wish to use the service. Comms365 cannot be held responsible if 3G / 4G is not available in the location where it will be deployed and no refunds are possible as this is a mobile service and designed for portability.

(f) Due to the increase in speed, 4G enables lots of data to be transmitted or received. If your device allows you to see and limit data usage, we strongly advise you to check and set this up so as not to incur any additional over usage charges. You can also use CommsPortal to view data usage and manage your estate, but we are not liable for your data usage (howsoever caused)

(g) It should also be noted that 4G SIMs on EE are not ruggedized (unlike our normal 3G M2M SIMs), this can mean that they are more prone to damage or will wear out after too many write-cycles (approx. 500,000 @ 25 degrees Celsius.)

#### **4 Paying for the service:**

(a) You shall pay the service charges for the tariff you have chosen by direct debit. If you cancel the direct debit set up for payment of service charges we may impose an administration charge of £25. In these circumstances, we may also impose a surcharge of £2.50 per month to reflect our additional costs in processing non-direct debit payments. All non-direct debit payments shall be paid within 14 days of the date of our invoice. We may impose a surcharge of £15 for late payment of any invoice or if a direct debit is returned unpaid.

Set up and first quarter must be paid prior to the service being activated. Until this payment has been received and the contract signed, no services will be made live.

(b) We reserve the right to charge interest on late payments at the rate of 2% above the base lending rate of Barclays bank from the date the amount becomes due to the date of payment by you in full.

(c) You shall notify us of any billing queries within 7 days of the date of the invoice upon which the query arises and shall not withhold payment of any service charges set out in the queried invoice, or any invoice, by reason of your billing query until it has been resolved by us.

(d) We reserve the right to suspend the services we provide you on this contract and any subsequent contracts if you do not settle your invoices within a timely manner. The charge for re-activating the service will be £25.00 per service line once outstanding invoices have been paid.

(e) All figures in this agreement are expressed exclusive of value added tax.

#### **5 Your responsibilities:**

(a) You must (i) keep to any conditions we set regarding the use of the SIM card(s) or equipment (ii) tell us immediately if your name, address, bank account or credit card details change; (iii) tell us immediately if your SIM card(s) or equipment is lost or stolen and write to confirm the details.

You acknowledge that if your SIM card(s) or equipment is lost or stolen, you will not be responsible for any data charges incurred after you have notified us of that fact (and we have acknowledged receipt) but will be responsible for any data charges incurred beforehand. You should immediately use CommsPortal to Suspend and SIM or service that you believe has been stolen prior to contacting us.

(b) You must not: (i) use the SIM card or equipment (or allow it to be used) for any illegal purpose. We may report the incidents to the police or any other relevant official organisation; or (ii) use any equipment that has not been approved for use on the network. If you are not sure whether the equipment is approved, you may contact us.

(c) You are responsible for all data usage on your SIM and will pay all over usage charges incurred through the use of this service. Comms365 does not restrict data usage. We do not throttle or cap bandwidth, so the SIM can transmit as much data as it is asked to. This provides for a very robust solution designed to operate in both primary and failover situations.

(d) It is your responsibility to ensure that any equipment deployed as part of this service is adequately protected against 3<sup>rd</sup> party access / DDoS attacks or any misuse. Any usage incurred because of 3<sup>rd</sup> party interference shall be your responsibility. As no ports are blocked on our SIM Service, Public IPs are accessible from the Internet and Firewall protection is highly recommended. By signing this contract you accept this liability. Please see SIM Security information at the end of this agreement. If your IP is compromised and you wish to change it to another IP address, an administration charge of £10 will be made per change to cover the quarantine period for the outgoing IP.

## **6 How you can end this agreement:**

You can end this agreement in its entirety or part only insofar as it relates to the services delivered in respect of a particular SIM card in the following circumstances:

(a) immediately, if we break this agreement and cannot correct the situation within 14 days of you telling us about the break; or

(b) by giving us 30 days' written notice given to us at the address at the top of this page.

## **7 What you have to pay when you end this agreement**

(a) If you end all or part of this agreement under 6(a) above, you will only have to pay the service charges to the date this agreement ends.

(b) If you end all or part of this agreement under 6(b) and the minimum period has ended we will (i) charge you £5 for the cost of disconnecting the relevant SIM cards from the network and (ii) charge you service charges to the end of the month that the 30 day period ends unless that period ends later than the 10th day of a month, in which case service charges will be payable up to the end of the following month.

(c) If you end all or part of this agreement under 6(b) and the minimum period has not ended you shall pay to us an amount being the sum of the remaining outstanding months rental to the end of the minimum period and notice period.

## **8 Changes to the services**

(a) You can apply to port/migrate the IP address(s) relating to a SIM card(s) to another network that we have connections to but we may charge you an administration fee of £25 in addition to any charges for termination that may be applicable under 7 above. IP address porting is not possible to another service provider other than Comms365.

(b) If the law changes or VAT or any other tax is increased, we can change the terms of this agreement accordingly by giving you notice.

(c) We can change the service charges at any time. If we increase the service charges in excess of the current retail price index, you can end this agreement by giving us written notice. You will then only have to pay invoices for the services that you already owe. This agreement will end 30 days after we receive your written notice. During the notice period the previous services charges will apply.

(d) It is unlikely, but we may need to change your mobile number or other number from time to time. We will let you know if this is the case.

## **9 How we can end this agreement:**

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

(b) We can also end this agreement: (i) if you break this agreement and do not correct the situation within 14 days of us telling you about the break; (ii) if the network closes down for any reason; (iii) if you give us false information; (iv) you fail to pay for the service on time. Late payment on two or more occasions will result in immediate service suspension.

## **10 What you have to pay when we end this agreement:**

If we end this agreement under 9 (b)(ii), you will only have to pay the service charges you already owe. If we end this agreement for any other reason, you will pay all the charges as if you had ended the agreement under 6(b).

## **11 When we may suspend the service**

We may suspend the service if:

(a) the network fails or if modification or maintenance work is being carried out, or if the network is unavailable for any reason;

(b) if we do not receive full payment on time;

(c) if we think or know your equipment or SIM card(s) is being used fraudulently or illegally or if they have been lost or stolen.

If the service is suspended under 11(a) for more than 3 days running, you will not have to pay line rental for that period.

If the service is suspended under 11(b) and if you wish to be reconnected, we may require you to pay an administration charge of £30.00 in addition to all arrears.

If the service is suspended under 11(c), you will still have to pay the service charges.

## **12 Liabilities**

(a) We shall be liable for death or personal injury resulting from our negligence.

(b) We shall not be liable to the you in connection with this contract, whether in contract, tort (including negligence) or otherwise for direct or indirect loss of profit, business, anticipated savings or wasted expenditure or for any indirect or consequential loss, corruption or destruction of data whether or not we were advised or aware of the possibility of such damages, losses or expenses.

(c) Neither we nor you shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunication operators or other competent authority, production or supply of services by third parties

(d) Our aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed a sum equal to one month's billing for the affected Services by us to you based on the average billing for the Services by us to you over the previous 3 months or since the commencement of the Contract if the contract commenced within 3 months of the date of the claim concerned.

(e) We shall only be liable to you for claims made in writing within three months of the date on which you become aware or ought reasonably to have become aware of the grounds of such claims.

14.3 You indemnify Comms365 Limited against any claims or legal proceedings (including damages, costs and expenses) arising solely from your use of the services which are brought or threatened against Comms365 Limited by any third party.

### 13. Transferring this agreement

(a) You may not transfer all or any part of this agreement to anyone else without our consent. This agreement is personal to you but please contact us if you want to transfer your SIM card(s) or equipment to someone else (subject to a satisfactory credit check).

(b) We can transfer all or any part of this agreement to someone else.

### 14. Roaming Charges

Please note that Networks vary their Roaming charges dependent on location of SIM and whether roaming is on preferred or non-preferred networks. All SIMs are barred for International Roaming as standard. Please contact us if you would like roaming reinstated and refer to 3(c) for conditions.

If you do require roaming facilities, we may ask for a deposit to cover potential high usage charges.

### 15 Disputes and the Law

(a) This agreement is governed by English law. Please contact us should you have any complaint to make regarding the service. If you are not happy with the way we deal with any complaint and you want to take court proceedings, you must do this in England.

#### **Please Read:**

#### **SIM Security and Data Traffic Levels**

Please be aware that all our Fixed IP SIMs have a Public Static IP Address (unless delivered as a Private IP Solution) and are therefore accessible via the Public Internet. The customer is responsible for ensuring the security of any devices and any over allowance usage is subject to overuse charges for which you are fully liable. It is therefore important that sufficient security is in place on your device to prevent unauthorised access.

#### ***Improve Router Security to prevent unauthorised traffic (Please note the following are suggestions and not an exhaustive list of checks to perform)***

Please make sure all router/device usernames and passwords are changed from the default credentials provided by the manufacturer. This is extremely important as without it, anyone can gain access to your router by guessing the default credentials.

Some routers have services running by default when they are not necessarily required, these services could potentially cause a security issue.

If not required please ensure that telnet (port 23), SSH (port 22) and any other ports you do not require are closed within your router's settings. Double check your router documentation or speak to your supplier, to ensure these have been disabled correctly.

It is also advisable to change the remote management port of the device to one other than the default (often port 80 by default).

If remote management is not required this function can be disabled.

If you believe your router has been compromised for some reason, a factory reset and re-configuration will be required with the above recommendations applied.

Further firewall settings will be available on your device – please refer to your device’s documentation or supplier for suggestions. Devices not supplied by Comms365 are not supported and Comms365 accepts no liability for any compromised security. Comms365 offers a wide range of devices to suit most budgets and offers a configuration service in addition to managed device solutions.

### ***Staying Connected***

All carrier networks will occasionally drop for a few seconds. This would cause a disconnection for your router. In order to reconnect and avoid a manual reboot, your router will have an option for ‘ping reboot’ or ‘keep alive’. It is recommended that this function is enabled. Please refer to your router’s documentation for the name/location of this option within the configuration settings.

### ***Data Usage***

Automated usage alerts are sent (via CommsPortal) when your SIM reaches 80% of its monthly allowance and thereafter at 20% increments. You will need to contact us should you wish a SIM to be suspended while you investigate any unexpected level of usage. Alerts from CommsPortal are not guaranteed (due to email / spam reliability), however, most quality routers have a feature that allow you to set a limit on data usage per month, we would strongly advise you to set a limit to ensure that overusage does not become an issue for you.

### ***CommsPortal***

In order to use the service, you will be required to log into CommsPortal and click on a Service Acceptance tab. This will bring your service into operation once payment has been received. We would recommend that you use CommsPortal regularly and log in at least once a week in order to check that data usage is as expected. If at any stage the activity on a SIM appears to be suspect, please Suspend the SIM and contact our Support Desk.