

## MobiData Service Terms and Conditions

### MobiData is a trading name of Globalgig

This agreement between the parties is made between MobiData and the Customer and comprises (a) these terms and conditions and all parts thereof unless the contrary is expressly indicated; (b) the Order Summary once accepted by MobiData; (c) any other terms and documents expressly incorporated herein; and (d) the Price Table. This agreement takes effect as follows (a) as to the terms and conditions comprised in part 2 hereof on the Customer's accessing the Website; (b) otherwise as hereinafter provided.

**WARNING** - MobiData's approach to the sending of spending alerts, the automatic termination of the Services when certain data usage thresholds are approached and reached, the sending of messages providing pricing information on entry to European countries and facilities allowing access to billing, usage and similar information provides different service features from those set out in the corresponding legal requirements which do not form part of this agreement.

## Part 1 - General Terms

### 1. Definitions

In this agreement and in any documents referred to in these terms the following definitions shall apply:-

- 1.1. 'Commencement Date' means the date when any hardware product(s) comprised in the Services are received by the Customer or 3 working days after the same are dispatched by MobiData (whichever is the earlier) and all other parts of the Services are capable of being used by the Customer (whether or not the Customer takes any steps required to implement their use);
- 1.2. 'Customer' means the party identified as such in the Order Summary;
- 1.3. 'Effective Currency' means the currency in which the Charges are paid;
- 1.4. 'Force Majeure Event' means an event, or a series of related events, that is outside the reasonable control of MobiData (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
- 1.5. 'Notice' means notice by first class pre-paid mail or email;
- 1.6. 'Order Summary' means the order summary completed through the Website and emailed to the Customer;
- 1.7. 'Price Table' means the pricing terms applicable to the Services from time to time available through the Website;
- 1.8. 'Service Description' means the description of the Services appearing on the Website;
- 1.9. 'Services' means the services and hardware product(s) specified in an Order Summary;
- 1.10. 'MobiData' means IGEM Communications Ltd a company registered in England and Wales under company no. 10215932 and having its registered office at 1 Quality Court, Chancery Lane, London WC2A 1HR;
- 1.11. 'Website' means this website on which these terms and conditions are accessed being the property of and authorized and licensed by MobiData.

### 2. Formal

- 2.1. Where the Customer is a consumer nothing contained in this agreement shall affect any of the statutory or other lawful rights of the Customer the exclusion of which is prohibited by law;
- 2.2. This agreement and its terms are subject to updates from time to time and the latest edition thereof shall be deemed to apply as between the parties and shall supersede any previous edition;
- 2.3. To the extent permitted by law the Customer hereby opts out of all entitlements to information and facilities not comprised in the Services and releases MobiData from any obligation to provide the same;
- 2.4. The Customer agrees that immediately upon the Customer using any of the Services in any MobiData Territory other than that where this agreement is constituted these terms and conditions shall be varied as regards such use to the extent which is necessary to give effect to any differences between these terms and conditions and the terms applicable in the relevant other MobiData Territory(ies) which are available on the Website and which the Customer acknowledges to have read or to having been given the opportunity to read;
- 2.5. In the event that any provision or criteria comprised in these terms and conditions is held by a court or other lawful authority to be invalid or unenforceable then this agreement shall continue in full force and effect as if such provision were deleted and/or such criteria were reduced (provided that the extent of any such deletion(s) and/or reduction(s) in criteria shall be the minimum necessary to render this agreement valid and enforceable;

- 2.6. The Customer's purchase of the Equipment and the Services is (save where expressly stated to the contrary) governed exclusively by the terms and conditions of the jurisdiction which corresponds to the nationality of the Effective Currency (provided always that where the Effective Currency is Euros it is deemed that the Effective Currency is United Kingdom pounds sterling);
- 2.7. Where Notice is given under this agreement it shall be served on the relevant party at the address specified herein or on the Order Summary or at any different address notified in accordance with the terms hereof and shall be deemed to have been received if sent by email on the date when the same is received by the addressee or at 9.00am on the second day following its dispatch (whichever is the earlier) and if sent by first class pre-paid post on the date which is 3 working days after the date of posting;
- 2.8. No party is entitled to enforce any term of this agreement under The Contracts (Rights of Third Parties) Act 1999;
- 2.9. References to clause numbers are to clause numbers in the same part of these terms and conditions unless the contrary is expressly indicated;
- 2.10. These terms and conditions comprise the entire agreement of the parties concerning all subject matters referred to and no other agreements, statements, representations, understandings formal or informal, written or verbal shall have UK Terms & Conditions any effect.
- 2.11. This agreement is governed by the laws of England and Wales.

### 3. Legal Liability

- 3.1. MobiData does not exclude or limit liability for death or personal injury arising through its negligence or that of its employees;
- 3.2. MobiData does not exclude or limit liability for fraud or fraudulent misrepresentation, breach of the terms implied by Section 12 Sale of Goods Act 1979 or breach of Section 2 Consumer Protection Act 1987;
- 3.3. MobiData shall not be liable for (a) loss of profits or income; (b) lost business or opportunities; (c) other indirect or consequential losses; (d) loss of data; (e) losses arising from delay or failure to deliver any Services; or (f) any loss or damage caused by a Force Majeure Event; (g) any loss or damage which is not directly caused by MobiData or which was not reasonably foreseeable as at the date of the Order Summary or which arises from any act or event which is outside of MobiData's reasonable control;
- 3.4. Save as provided in clauses 3.1 and 3.2 the liability of MobiData hereunder shall not exceed £1,000 or the amount which is equal to 100% of the Charges paid by the Customer within the period of 12 months immediately preceding the event giving rise to the said liability (whichever is the higher).

### Part 2 - Use of Website

The term 'us' or 'we' refers to MobiData the owner of the Website. The term 'you' refers to the user or viewer of the Website. The use of the Website is subject to the following terms of use:

The content of the pages of the Website is for your general information and use only and is subject to change without notice.

Your use of the Website is (save where expressly stated to the contrary) governed exclusively by the terms and conditions described in part 1, clause 2.6. Our use of the cookies and all personal information is governed by our privacy policy which can be found at [mobi-data.com/privacy-policy](http://mobi-data.com/privacy-policy)

Certain types of cookies will be used without your consent but these are limited to those required in connection with the supply and delivery of the Services. When you agree to accept these terms and conditions you confirm that you have given your consent to the use of cookies prior to their being set although you are entitled at any time to withdraw your consent.

We may need to transfer your personal information to countries outside of the European Economic Area (EEA) which do not necessarily offer the same level of protection as applies in the EEA. We will take all reasonable steps to ensure that adequate protection is in place before we transfer your personal information to any of these countries. When you agree to accept these terms and conditions you confirm that you have given your consent to this transfer of information.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Website for any particular purpose and you acknowledge that such information and materials may contain inaccuracies or errors and we

expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable and it shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.

The Website contains material which is owned by or licensed to us and this material includes, but is not limited to, the design, layout, look, appearance and graphics, the reproduction of which is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in the Website, which are not the property of, or licensed to the operator, are acknowledged on the Website.

Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

From time to time, the Website may also include links to other websites which are provided for your convenience to provide further information and they do not signify that we endorse those website(s) and in relation to which we have no responsibility for their content or operation.

The Services are subject to the terms and conditions as herein provided.

## **Part 3 - On-line Transactions**

### **1. Agreement**

1.1. Subject to clause 1.2 the Customer hereby agrees to purchase and MobiData hereby agrees to supply the Services to the Customer in accordance with the terms and conditions as herein provided;

1.2. The completion of the Order Summary:-

1.2.1 constitutes the agreement of the Customer described in clause 1.1;

1.2.2 shall take effect as the Customer's offer to purchase the Services which MobiData may refuse to accept for any reason including (without limitation) the Customer's failure to fulfill credit criteria, unavailability of any Services or errors affecting any Services or pricing;

1.3. On receipt of a completed Order Summary MobiData will send an email describing UK Terms & Conditions the ordered Services but shall have no obligation to supply the same until the completion of the contract between the parties which shall be deemed not to be complete until the Commencement Date.

### **2. Payment**

2.1. All prices are inclusive of value added and all other sales and similar taxes;

2.2. MobiData shall not be liable for any errors and omissions affecting information, discounts, promotions and prices specified or referred to on the Website;

2.3. Payment will be debited to your credit card or debit card at the earlier of the date of dispatch or availability of the Services and in the unlikely event that MobiData is unable to supply any Services the relevant amounts will be refunded.

### **3. Availability of Services**

3.1. MobiData shall take reasonable steps to ensure the accuracy of all information available on or via the Website concerning the availability and performance of the Services but will not be responsible for any relevant errors or inaccuracies in this respect;

3.2. Any delivery dates are estimates only but MobiData will act reasonably to inform the Customer if any Services become unavailable or subject to delays as the Order Summary is processed.

### **4. Right to Cancel**

4.1. The Customer shall have the right to cancel the purchase of the Services and all legal obligations comprised in this agreement no later than 14 days after the Commencement Date;

4.2. The right to cancel is subject to the further information, terms and instructions for cancellation available at [mobi-data.com/cancellation](http://mobi-data.com/cancellation);

4.3. The Customer shall:-

4.3.1. be responsible for the cost of returning the Equipment and any related components delivered by

MobiData unless any such delivery was in error or any item was damaged or defective at the date of delivery;

4.3.2. take reasonable care of the Equipment until its return;

4.3.3. remain responsible for the cost of the Services which are activated, available or used prior to the date when Notice of cancellation is received by MobiData, for example costs of the use of data;

4.4. MobiData shall be entitled to charge the Customer for any costs incurred in collecting the Services and the value of any missing items which may be deducted from any sums owed to the Customer;

4.5. MobiData shall refund to the Customer the original purchase price of the cancelled Services together with any delivery charge (other than any non-standard charge) as soon as is reasonably practical and in any event within 30 days after the Customer's notification of cancellation.

## 5. Regulatory

This clause 5 sets out the information required pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce (EC Directive) Regulations 2002:-

- 5.1. Identity - unless otherwise notified at the time of the purchase of the Services the supplier of any item purchased through the Website is MobiData;
- 5.2. Description of Goods - the goods and services sold pursuant to this agreement comprise items either selected from those available on the Website or created to the order of the Customer;
- 5.3. Price - the price of items purchased via the Website shall be the price advertised in the Price Table at the time of purchase and shall include value added tax and any other applicable tax at prevailing rates from time to time plus delivery costs;
- 5.4. Payment - payment for any item purchased pursuant to this agreement must be made as specified in the applicable terms available on the Website;
- 5.5. Price Variation - the price of the Services is as specified in the applicable terms available on the Website;
- 5.6. Duration of Contract - the agreement under which Services are purchased incorporates the applicable terms available on the Website including the requirement for any minimum term as therein specified;
- 5.7. Regulator - the provision of the telecommunications system utilized for the purpose of delivering the Services is regulated in the United Kingdom by the Office of Communications (Ofcom - [www.ofcom.org.uk](http://www.ofcom.org.uk));
- 5.8. Publication of Terms - all current editions of all terms applicable to the Services are available on the Website for so long as the Services are available subject only to temporary or unavoidable disruptions of the Website;
- 5.9. Language - this agreement can only be completed and concluded in the English language.

## Part 4 - Products and Services

### 1. Definitions

In this part 4 the following definitions shall apply:-

- 1.1. 'Alert' means a Notice advising the Customer that a specific portion, volume or value of data comprised in the Services has been used;
- 1.2. 'Bar' means the suspension or disconnection of any part of the Services;
- 1.3. 'Billing Period' means the period commencing on a MBD and expiring at the end of the day immediately prior to the then next MBD;
- 1.4. 'Charges' means the charges for the Services published in the latest edition of the Price Table from time to time including any monthly access charges (to be billed monthly in advance unless otherwise agreed), usage charges (to be billed monthly in arrears), other charges for the Services obtained via the MobiData SIM Card (including without limitation any additional charge for itemized billing) and charges incurred in relation to late and failed payments and the collection of the UK Terms & Conditions same and the enforcement of the Customer's obligations contained or referred to in this agreement;
- 1.5. 'Customer Verification Requirements' means the requirements determined by MobiData from time to time as regards the verification of the identity and address of the Customer;
- 1.6. 'Data Allowance' means the amount of data available pursuant to a Service Plan;
- 1.7. 'Equipment' means any hardware equipment used by the Customer for the purpose of accessing the Services;
- 1.8. 'Fair Usage Policy' means the fair usage policy appearing on the Website;
- 1.9. 'Minimum Term' means the period of time (if any) specified on the Order Summary commencing on the first MBD following the Commencement Date (subject to any Services Variation) ;

- 1.10. "Monthly Billing Date" ("MBD") means the date in each month when the Customer's usage of the Services commences for the purpose of calculating relevant Charges;
- 1.11. 'Network' means the electronic telecommunications systems utilized by MobiData for the provision of the Services;
- 1.12. 'Notice' means notice by first class pre-paid mail or email;
- 1.13. 'Privacy Policy' means MobiData's privacy policy available at [mobi-data.com/privacy-policy](http://mobi-data.com/privacy-policy)
- 1.14. 'Promotion' means any offer to supply any of the Services which includes any financial or other concession in favour of the Customer as compared with the terms which would apply to those Services but for such offer;
- 1.15. 'Regulatory Requirements' means any regulation, law, decree action, direction, code of practice, condition or order of a competent regulatory authority;
- 1.16. 'Service Bar' means the suspension or disconnection of the Services;
- 1.17. 'Service Plan' means a specification detailing the amount of data and/or other limits, parameters and features according to which Services are available for use by the Customer;
- 1.18. 'Services Variation' means a variation in the Services agreed by the parties and specified in an Order Summary;
- 1.19. 'SIM Card' means the subscriber identification module device used in conjunction with any other Equipment for the purpose of accessing the Services;
- 1.20. 'User Guide' means the current user guides and manuals issued by MobiData from time to time and/or available via the Website;
- 1.21. 'MobiData Equipment' means any Equipment supplied by MobiData and the MobiData SIM Card;
- 1.22. 'MobiData SIM Card' means a SIM Card supplied by MobiData;
- 1.23. 'MobiData Territory(ies)' means the locations and territories as described as such in the sales materials and information published by MobiData on-line or otherwise from time to time.

## 2. Agreement

- 2.1. Subject to clauses 2.2 and 2.3 the Customer hereby agrees to purchase the Services from MobiData and to pay the Charges therefor and MobiData hereby agrees to supply the Services to the Customer;
- 2.2. The Services shall be supplied in accordance with and comply with the Service UK Terms & Conditions Description;
- 2.3. The delivery of the Services supersedes and replaces any entitlement of the Customer:
- 2.3.1. to receive alerts in respect of any data or other usage levels or thresholds or as regards the automatic termination of the Services by reference to the same;
- 2.3.2. as regards the self care and management of the Customer's financial and services arrangements with MobiData in respect of (without limitation) access to billing, service-plan and usage information and otherwise;
- 2.3.3. to receive messages containing any pricing information on entry into any country or jurisdiction;
- 2.4. This agreement shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter unless and until terminated in accordance with clause 10;
- 2.5. If this agreement is terminated howsoever prior to the expiry of the Minimum Term the Customer shall remain liable for all Charges payable in respect of the period of the Minimum Term unless the circumstances described in clauses 10.1.2, 10.1.3 or 10.1.5 apply.

## 3. Customer Status

- 3.1. Where the Customer is an individual the Customer warrants that he or she is at least 18 years of age.
- 3.2. Where the Customer is incorporated the Customer warrants that it is authorized to purchase the Services from MobiData;
- 3.3. The Customer further warrants that any information provided to MobiData is accurate, complete and not mis-leading.

## 4. Provision of Services

- 4.1. The Services are available only in the MobiData Territories and to the extent consistent with the telecommunications coverage provided by MobiData's network partners as described for information purposes only in the relevant coverage maps and materials available via the Website or from those network partners subject in any event to part 3 clause 4.1 and the Customer acknowledges that it is fully aware that the availability

of the Services is restricted and limited to that extent;

4.2. The specification, functionality, speed and performance of the Services shall be in accordance with the then current relevant descriptions and specifications published by MobiData or the manufacturers or suppliers of the relevant component(s) thereof or services comprised therein always excepting any errors and omissions therein for which MobiData shall have no responsibility or liability;

4.3. MobiData shall take all reasonable steps to make available the Services in accordance with this agreement but the Customer acknowledges that the Services and their performance are subject to the uncertainties comprised in mobile telecommunications technology and to variations, outages and other factors affecting deliverability, quality and operational consistency none of which can be UK Terms & Conditions guaranteed at any specific time;

4.4. MobiData shall not be liable for any costs, shortcomings in, failures of or other effects on the Services and/or any Equipment and/or the MobiData Equipment arising from:-

4.4.1. the performance, failures, connection or compatibility of any Equipment SIM Card or services which are not supplied by MobiData including (where relevant and without limitation) any communications device used by the Customer in connection with the delivery of the Services and/or the MobiData Equipment (unless in accordance with the express terms of the Service Description);

4.4.2. the effects of any computer viruses, cyber or other attacks on the Services and/or the MobiData Equipment or the facilities derived therefrom; or

4.4.3. any form of damage to any equipment or item or denial of service or in the event that the Customer operates or deals with the MobiData SIM Card other than in a manner which is consistent with the express terms of the Service Description or otherwise in a manner which is not approved or instructed in the User Guide all of which prospective circumstances are deemed to be known to and understood by the Customer;

4.5. MobiData shall be entitled to implement a monthly limit on the value of the Services available to the Customer and/or require the compliance by the Customer with such terms as it may determine as a condition for the removal of any such limit;

4.6. The Services do not include any facilities to enable the Customer to access information in respect of billing, service-plans, service-usage or otherwise and the Customer hereby opts out of all lawful entitlements in these respects except to the extent which is specified as being within the Services or notified to the Customer subsequently.

4.7. The following terms shall apply as regards Alerts and Service Bars respectively:- MobiData may send Alerts and implement Service Bars but shall not be obliged and shall not be liable for any failure to do so (notwithstanding the right of MobiData under clause 4.7.2 or any agreement made pursuant to clause 4.7.4);

4.7.1. unless otherwise agreed in writing or notified by MobiData a Service Bar will be applied when during any single Billing Period the Customer incurs each Fifty Pounds (£50.00) incremental increase in Charges other than in respect of the relevant Data Allowance;

4.7.2. MobiData may remove any Service Bar implemented under this agreement conditional upon the Customer meeting any requirements which MobiData may from time to time determine including (without limitation) the Customer contacting MobiData and paying all outstanding Charges provided always that the right of MobiData under clause 4.7.2 shall continue notwithstanding the removal of any particular Service Bar;

4.7.3. the parties may from time to time agree in writing for the implementation of a Service Bar on different terms from those in clause 4.7.2 provided that on any default of the Customer such agreement shall lapse without notice and the terms of clause 4.7.2 shall be deemed to apply;

4.7.4. all Alerts and Service Bars will be issued and implemented according to the best information then available to MobiData but the Customer is advised and acknowledges that due to the nature and delivery of data usage records the relevant information is not available on a real-time basis and is unlikely to include usage occurring during the period of approximately 48 hours preceding the relevant Alert and/or Service Bar for which the Customer will remain liable in any event.

## 5. Use of Services

5.1. The Customer shall:

5.1.1. comply with any instructions in the User Guide or otherwise issued by MobiData in connection with the use of the Services and shall procure such compliance on the part of any third party using the Services made available to the Customer;

5.1.2. comply with the Customer Verification Requirements;

- 5.1.3. comply with all Regulatory Requirements;
- 5.1.4. comply with the Fair Usage Policy;
- 5.1.6. not utilize the Services for any unlawful, fraudulent, criminal or offensive purpose;
- 5.1.7. not sell, share or transfer the benefit of the Services to any third party;
- 5.1.8. not use any device for accessing the Services which is prohibited by MobiData;
- 5.2. The MobiData SIM Card and its software are the property of MobiData and their use is purchased by and licensed to the Customer for the purpose of accessing the Services;
- 5.3. Any telephone number allocated by MobiData for use on any Network is the property of MobiData and licensed to the Customer for the purpose of accessing the Services and its transfer to any other provider is subject to MobiData's fees applicable thereto;
- 5.4. The use of the Services is personal to the Customer and may not be transferred to or used or shared by any other party without the prior written consent of MobiData;
- 5.5. The Customer is responsible for the Charges arising from all and any use of the Services by whomsoever and whether or not the Services are used with the agreement or authority of the Customer;
- 5.6. The Customer is responsible for all data activity initiated through its account on any Network and may not use the Services:
  - 5.6.1. with server devices or host computer applications, including, but not limited to web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing or other systems that drive continuous heavy traffic or data sessions;
  - 5.6.2. as a substitute or backup for private lines or frame relay connections;
  - 5.6.3. with "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others;
  - 5.6.4. to send "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); or
  - 5.6.5. for any activity that adversely affects the ability of others to use the Services or any other Internet resources.

## 6. MobiData Equipment

- 6.1. MobiData shall bear the risk of loss or damage to the MobiData Equipment until the point of delivery to the Customer and subject to clause 6.2 the Customer shall bear the risk of loss or damage to the MobiData Equipment from the time of delivery to the Customer;
- 6.2. The Customer shall notify MobiData by email within 5 days of receipt if any MobiData Equipment arrives damaged or if the order therefor has been incorrectly fulfilled and the Customer shall notify MobiData by email within 10 days of confirmation of MobiData's order acceptance if the Customer does not receive any part of the MobiData Equipment;
- 6.3. Subject to any provision contained in these terms precluding its transfer from MobiData title to the MobiData Equipment shall pass to the Customer only upon payment in full;
- 6.4. Where the MobiData Equipment becomes defective other than through the Customer's acts, omissions or misuse within the manufacturer's warranty period the Customer shall return the same to MobiData at its cost and MobiData shall repair or replace the MobiData Equipment at its discretion provided that any out of warranty repairs shall be at MobiData's price applicable thereto from time to time;
- 6.5. MobiData does not manufacture the MobiData Equipment and excludes to the full extent permitted by law all warranties, terms and conditions in respect of the condition, performance and fitness for purpose of the MobiData Equipment whether express or implied and provided that MobiData shall pass on to the Customer the benefit of any warranties obtained by MobiData from the manufacturer of the MobiData Equipment supplied to the Customer whereupon MobiData shall be deemed to have discharged its obligations in that respect;
- 6.6. The statutory rights of the Customer in respect of the MobiData Equipment and its supply are unaffected.

## 7. Payment

- 7.1. All Charges are payable by debit card or credit card and it is the responsibility of the Customer to arrange and maintain any necessary continuing authority or other pre-payment authority or arrangements;
- 7.2. All prices specified in the Price Table are inclusive of value added and all other sales and similar taxes;
- 7.3. Any late payments are subject to interest at the rate of 4% above the base rate of HSBC Bank plc for the

time being in force and to the payment of reasonable administration costs;

7.4. Payment is due on the date(s) and as provided in the Price Table and in the event of any default MobiData is hereby authorized to make multiple applications for payment to the Customer or any bank or financial institution which issues the debit or credit card or other means proffered as the medium therefor notwithstanding any additional cost which shall be the liability of the Customer;

7.5. The Customer shall notify MobiData regarding the loss or theft of the MobiData SIM Card as soon as is reasonably practicable and shall be responsible for all Charges incurred to the date of notification and always providing that the liability of the Customer by reference to the Minimum Term shall be unaffected;

7.6. Any payments for which the Customer is or becomes liable pursuant to any Promotion shall be deemed to form part of the Charges and shall be payable immediately they fall due in accordance with the published terms of the relevant Promotion.

## 8. Variations to Agreement

8.1 This agreement and its terms and the Charges are subject to variation from time to time in accordance with part 1, clause 2.2 of these terms and conditions;

8.2. In the event that any such variation is to its material disadvantage the Customer may terminate this agreement by Notice to MobiData on or before the date which is 7 days after the Customer receives Notice of the relevant variation;

8.3. MobiData shall be entitled from time to time to substitute any telephone number allocated by MobiData in connection with the Services;

8.4. The parties may from time to time agree a Services Variation subject as follows:-

8.4.1. to the terms comprised in the relevant replacement Order Summary (provided always that the terms of any later Order Summary shall prevail over any previous Order Summary issued to the same Customer);

8.4.2. the terms of this agreement shall continue to apply subject only to the Services Variation.

## 9. Suspension and Disconnection of Services

9.1. MobiData shall be entitled to suspend or restrict the Services in any of the following circumstances:-

9.1.1. MobiData believes that the SIM Card and/or the Services is/are being used in a manner or for a purpose which is not permitted under this agreement;

9.1.2. any term of this agreement or any requirement referred to herein has been breached or is not complied with;

9.1.3. any financial limit applicable to the Services is exceeded;

9.1.4. MobiData believes that the Customer has entered into this agreement fraudulently;

9.1.5. the Customer has become bankrupt or been wound up or made any arrangement with its creditors or a receiver has been appointed in respect of any of its assets;

9.1.6. the Customer takes any step which may damage the operation of the Services or any Network;

9.1.7. such suspension or restriction is lawfully required;

9.1.8. in the event that MobiData reasonably suspects that the Customer's use of the Services is unusual;

9.1.9. such suspension or restriction is required in connection with the maintenance or repair of any Network or any equipment used for delivering the Services provided that if this situation prevails for a minimum of three consecutive 24-hour periods MobiData shall credit the Customer with an amount equal to the Charges applicable to the accessing of the Services for the period when they were unavailable;

9.2. MobiData shall be entitled to disconnect or suspend the Services and any related SIM Card and telephone number in respect of any MobiData Territory in the event that the Customer fails to obtain any Services for which Charges are due by reference to that telephone number for a period of 120 consecutive days or 120 days during any continuous period of 12 months;

9.3. MobiData shall act reasonably to notify the Customer in advance of any suspension or restriction of the Services but shall be under no obligation to do so;

9.4. Subject only to clause 9.1.8 this agreement shall remain in full force and effect notwithstanding any suspension or restriction of the Services.

## 10. Termination of Agreement

10.1. This agreement may be terminated only on the happening of one or more of the following events:



10.1.1. either party serving on the other Notice requiring termination provided that any such Notice shall not be capable of expiring prior to the end of the day immediately preceding the then next following MBD or (in the event that such Notice is received less than 48 hours prior to that MBD) the end of the day immediately preceding the second next MBD following the date when MobiData receives the Notice and in any event shall not expire prior to the expiry of the Minimum Term;

10.1.2. immediately in the event that either party commits a breach of this agreement and (where such breach is capable of remedy) the same has not been remedied within 7 days after the other party serves Notice requiring such remedy;

10.1.3. in the event that either party commits a breach of this agreement and (where such breach is incapable of remedy) on the date which is 1 day after the other party serves notice requiring termination;

10.1.4. the Customer has become bankrupt or been wound up or made any arrangement with its creditors or a receiver has been appointed in respect of any of its assets;

10.1.5. MobiData becomes unable to provide the Services due to any Force Majeure Event including (without limitation) any loss of licensee or other status, or lawful or governmental permit or accreditation;

10.2. Immediately upon termination of this agreement:-

10.2.1. the MobiData SIM Card will be disconnected from the Network;

10.2.2. the Customer will pay all Charges outstanding in respect of the Minimum Term (unless termination is effected pursuant to clauses 10.1.2 or 10.1.3 (where MobiData is in breach) or 8.2).