

Customer Agreement

General Terms and Conditions

Entering in the Agreement

By proceeding with this purchase, you and/or your company ("**Customer**") acknowledge and declare that you have received, read, understood, and agreed with the Terms and Conditions explained in this document, as well as, with the separate "**Confirmation email**" containing rates and items of the selected plan(s), all of which are part of and form your agreement with iQela (hereinafter "**Agreement**" or "**Customer Agreement**").

In the event of any conflict or inconsistency between these Terms and Conditions and any other document of the Agreement or with any document exchanged with iQela, the provisions of these Terms and Conditions shall prevail. The Agreement has precedence over any additional, conflicting or different terms in the Registration Form or other documentation of iQela.

Customer's acceptance will be indicated in any reasonable manner (such as, for example, by submitting a purchase order, by signing or acknowledging the Customer Agreement, or by taking delivery of, or paying for any Service, activating the SIMs, etc).

General Acknowledgment

Customer declares awareness that iQela does not provide any equipment or phone ("**Smartphone**"), therefore shall release iQela from any liability with regards to the Smartphone used by the customer in order to access and use iQela's Services (i.e. voice and data services, mobile office and call recording, as the case may be, hereinafter the "**Services**"). Customer acknowledges that there is no relationship by and between manufacturers of any Smartphone and iQela. Whilst it not necessary to have a smartphone in order to access the voice Service, Customer shall need a Smartphone in order to access to other functions offered by iQela, in particular the use of the iQela mobile application.

Customer shall ensure his Smartphone, system, equipment and processes are compatible for use with the Services prior to activating the SIM. iQela shall not be liable to support the Services if Customer's Smartphone systems, equipment, or processes are incompatible with the Services. Customer should check iQela's website for minimum technical requirements.

Customer shall not use the Services for any illegal or improper purposes. It is in your responsibility to restrict the access of your Smartphone. Anyone under 18 is not permitted to access the Services. It is your responsibility to make sure any SIMs provided to you by iQela are only used to access Services by the persons listed in the Registration Form.

If any provision of the Customer Agreement is held to be wholly or partially invalid or unenforceable for any reason whatsoever, the validity and enforceability of the remain of the Agreement or any clause or provision therein shall not be affected (unless unavoidable). The Parties undertake to replace in good faith any provision held to be invalid and/or unenforceable with another provision with substantially the same effects.

Neither the Customer Agreement nor any right or obligation or services provided for hereunder may in any way be assigned or transferred or subcontracted by Customer to a third party, either in full or partially unless expressly authorised in advance in writing by iQela.

Services/Coverage Limitations

iQela shall use reasonable endeavours to supply Customer with the Services according to the standards of skill and care expected from a competent telecommunications provider. Customer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service.

Services are offered only on the iQela partner network and are not available in all areas at all times. Availability quality or coverage of the Services and network is not guaranteed; Services are impacted by terrain, weather, equipment, Smartphone capabilities and performance, and other factors and may be affected at times for reasons beyond the control of iQela. Customer acknowledges that some Service shall be available only through compatible devices (i.e. you cannot have access to 4G if your Smartphone does not support 4G). Check on our website for Service and network coverage. With regards to international calling or to use the Service when you are abroad, note that iQela has roaming agreements with major carrier in all countries. Please refer to our website in order to know roaming tariffs.

iQela shall use reasonable endeavours to give Customer access to networks outside the UK; however, because these overseas networks are not controlled by iQela, iQela shall not be responsible for their performance or functionality.

Terms for Service:

1. Execution of the Agreement

1.1 The Agreement starts when we accept your request for Services. If we decide you need to pass a credit check, this Agreement won't start until you pass the credit check. Request of Services must be submitted primary by the Registration Form on iQela website, or in writing and submitted by mail, facsimile, electronic mail or other means agreed by iQela ("Request of Service"). No Request for Service shall be binding upon iQela until iQela confirms acceptance (including without limitation, credit approval) by delivering to Customer a "**Confirmation email**". Customer may not cancel or otherwise modify any order after receipt Confirmation email, without iQela's prior written consent.

2. Tariff

2.1 Monthly plan's prices, packages and add-ons ("Charges") you have acquired are detailed in the Confirmation email. Other prices, packages and add-ons for the Services we provide are described in the "Pricing" section that you may find on iQela's website ("Standard Price List"). Any special offer expires after 30 days from the launch of the relevant marketing campaign, unless expressly stated otherwise therein or on iQela's website.

3. Charges

- 3.1 Unless specified otherwise, iQela states all Charges exclusive of VAT which is charged at the current rate. Any Services not specified during the Request for Service and in the Confirmation email shall be billed at Standard List Price.
- 3.2 Monthly plan and Software monthly fees (i.e for mobile office and call recording add-ons) (as described on iQela's web site) shall be invoiced by iQela monthly and in advance; all other Charges shall be invoiced monthly and in arrears. Customer shall pay all invoices by the Due Date reported on the invoice, without delay.
- 3.3 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall use reasonable endeavours to notify iQela of such dispute within 8 days, providing explicit details of why the invoiced amount is incorrect and how much Customer considers is due.
- 3.4 Where iQela has not received payment for undisputed Charges by the Due Date, iQela shall: (a) contact Customer's accounts payable department (or other contact advised to iQela in writing) to request payment; (b) be entitled to charge interest on the overdue undisputed Charges at 4% per annum above the base rate of the Bank of England; and (c) be entitled to charge Customer reasonable administration costs as a result of Customer paying late. Customer must pay its Charges by credit card. Where iQela has not received payment within 5 calendar days of the Due Date, iQela shall contact Customer again to request payment and give notice of the actions iQela will take under clause 3.5 if payment is not received.
- 3.5 Where iQela has not received payment within 5 calendar days of the Due Date, iQela may take all or any of the following actions until such payment, including any interest due (provided starting from 30 days from Due Date, Directive 2000/35/EC shall apply), has been received: suspend Customer's use of the Services in relation to which Charges are outstanding; and (b) take any action in order to collect the outstanding, according to the law.
- 3.6 iQela may credit assess on Customer from time to time as reasonably required to assess iQela's risk. A deterioration in the creditworthiness of the Customer may allow iQela to require guarantee deposit or to suspend the Service.

4. Variations to your Agreement or Prices

- 4.1 iQela may vary any of the terms of your Agreement on the following basis:
 - (a) we will let you know at least one month in advance if we decide to:
 - (i) discontinue the Services; or
 - (ii) make any variations to your Agreement which are likely to be of detriment to you; or
 - (iii) increase the monthly minimum rate for the Services (if applicable) by an amount which is more than the percentage increase in the Retail Prices Index Figure (or any future equivalent) in any twelve month period. We will always give you 30 days' notice of the exact increase each year.

- (iv) change this Agreement to comply with applicable law or regulation or because of a change imposed by a third party supplier;
 - (v) provided that iQela (i) shall not notify Customer of a change if it relates to a Third Party Service which Customer does not regularly use, but shall (where applicable) update the relevant Standard Price List at least 30 days before the change takes effect; (ii) may update or withdraw its Services without notice only where such change (in iQela's reasonable opinion) does not cause Customer any detriment or where Customer does not regularly use that Service
- (b) Customer after variation continues to require or use the Services after the expiration of the term set forth in 4.1 (a) without having notified the withdrawing of the Customer Agreement.

5. Phone number, SIM, Authorised Equipment

- 5.1 After you have received the Confirmation email, iQela will provide you with the number of SIMs stated in the Confirmation email, by courier delivery at the address you have stated on the Registration Form. Ownership of SIMs provided by iQela is and remains in the account of iQela. You are being allowed to use the SIM provided by us on a limited licence in order to enable you to access Services, in accordance with the terms of the Customer Agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your Customer Agreement ends. Services shall be provided only through SIM provided by iQela.
- 5.2 Each SIM may only be used in unlocked equipment, which is enabled for Mobile Telecommunication Services. The use of the "iQela mobile office application" will be enabled only on smartphones that support Android or iOS at least in the versions stated on our website. Customer declares to keep iQela free and harmless from any instance, direct or indirect damages or cost at any title should arise, be received or suffered from the attempt of use a SIM or an equipment not enabled to support iQela Services.
- 5.3 Customer shall notify iQela in writing within 7 Business Days of receiving damaged or incorrectly fulfilled new SIM, and within 10 Business Days from the receipt of the Confirmation email if Customer does not receive the SIM cards. iQela shall replace such SIM free of charge only in case of Customer has sent such notification and the useless of the SIM has been confirmed by iQela.
- 5.4 iQela shall allocate telephone numbers to Customer for Customer's use of the Services. iQela may reallocate, withdraw or change such telephone numbers as a result of applicable law or instructions from a regulatory authority, or the Customer Agreement ends, but will take reasonable steps to minimise any disruption to Customer.
- 5.5 If Customer decides to port a mobile telephone number allocated to Customer by iQela, iQela shall transfer Customer's mobile telephone numbers to Customer's nominated mobile network operator for Customer's use according to applicable law and regulation.

6. Services

- 6.1 Once you have received the SIMs, you have to deliver such SIMs only to the members of your organisation that you have namely registered during the registration process. The delivery of the SIMs within your organization is your responsibility. It is also Customer's responsibility to ascertain the use and custody of such SIM by the member of your organisation.
- 6.2 Each member must follow the activation process, as described in the email "Activation of the Services" that they will have received from iQela. In the event that one of your members has requested the mobile number portability feature, they will have to contact their current mobile operator and request the PAC (Port Authorization Code) that will be used in the SIM registration process.
- 6.3 Within 8 business hours after activation, we will provide you with access to our Services. The Customer shall adopt any and all proper precautions in order to prevent under age access to the Service.
- 6.4 You will also be able to upload and send your own content using the Services. iQela is not responsible for the content you upload and you shall keep iQela free and harmless of any damages iQela may suffer from your upload of content. You grant us and our network provider a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Services.
- 6.5 We may, without you being entitled to any reimbursement or damages:
 - (a) change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content; and
 - (b) also determine how Services are presented and delivered to your equipment or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time.
- 6.6 Customer shall be guarantor for and fully and severally liable with the members of its organisation for the fulfilment also by the latter, of all the provisions of the Customer Agreement and in particular by way of mere example without limitation, for the fulfilment with the obligations contemplated hereunder regarding the limitation of use and liability and payment of the Charges and all other activities and/or obligations under the Customer Agreement. In the event of the breach by a member of Customer's organisation, Customer shall immediately reimburse iQela for any damage, charge, cost, expense, including legal fees pursuant to Customer Agreement and ii) hereby waives making any form of objection for the accelerated enforcement with respect to the subcontractor. Customer shall not suspend or make any delay for any reason whatsoever in the payment to iQela for the damage caused by such member or any other amount due to iQela under the Customer Agreement. Any reason that in the opinion of the Customer warrants a delay in payment of any amount due to iQela under the Customer

Agreement shall be ascertained in separate proceedings, following the payment of whatever amount is payable to iQela.

7. Limitation of Services

7.1 We will always try to make Services available to you. However, Services are only available within our coverage area. Within this, there may be areas where you have access only to a part of the Services or where coverage is otherwise limited or unavailable due to several factors as stated above. For more information about coverage, visit the iQela website.

8. Disruption to Services

8.1 There may be situations when Services are not continuously available or the quality is affected and so we cannot guarantee continuous fault-free service.

For instance:

- (a) when we or our network provider need to perform upgrading, maintenance or other work on the Network or Services;
- (b) when during a phone conversation or internet surfing session you pass out of our Coverage Area (in this case calls may not be maintained);
- (c) when you are in areas not covered by our Network; and
- (d) because of other factors outside our control, such as the features or functionality of your Equipment, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

8.2 If the network provider is experiencing high capacity usage, your access to and/or speed of services may be affected.

9. Secure your PIN, Passwords and SIM

9.1 Customer shall ensure that each member of its organization keeps their SIM safe and secure whilst it is in their possession and must be able to return it to iQela upon request, if required to do so by us at any time. Cost for any missed or damaged SIM shall be charged to Customer at iQela's standard tariff.

9.2 You must keep all PINs and passwords of the Smartphone and/or for accessing the Services secure and confidential. You are also responsible for the security of your Smartphone and must ensure that you keep it secure.

9.3 You should immediately change your PIN or password and inform us or the relevant authority if you become aware that someone is accessing Services on your account without your permission.

10. Responsible use of Services

10.1 You may only use Services:

- (a) as laid out in this Customer Agreement; and
 - (b) for your own personal use. This means you must not resell or commercially exploit any of the Services or content.
- 10.2 You must not use Services, the SIM or phone number or allow anyone else to use Services, the SIM or phone number for illegal or improper uses. For example:
- (a) for fraudulent, criminal or other illegal activity;
 - (b) in any way which may even potentially breaches iQela or third parties' material or immaterial rights, including copyright or other intellectual property rights;
 - (c) in any way which breaches any security or other safeguards or in any other way which harms or interferes with our Network, the networks, systems, or material or immaterial belonging, of third parties;
 - (d) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload; and
 - (e) use the Services in a way which is inconsistent with good faith commercial practice to iQela's detriment.
- 10.3 You must always co-operate with us and follow our reasonable instructions (as described in the "iQela user guide" and the "mobile call recording guide" downloadable in your area "my iQela") to ensure the proper use and security of the Services and your account.
- 10.4 iQela may publish an acceptable use policy, which provides more detail about the rules for use of certain Services in order to ensure that use of Services is not excessive, to combat fraud and where Services iQela may introduce require certain rules to ensure they can be enjoyed by our customers. If iQela publishes a policy, we will let you know – such a policy may be amended from time to time – for instance, if iQela discovers that the Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain Services is causing problems for iQela, iQela's network provider(s), its systems or for other users or if iQela introduce new services which may require certain rules to ensure that such new services can be enjoyed by our customers, again, iQela will let Customer know if this happens and Customer will find such information in Customer personal iQela area "my iQela" at iQela's website.
- 10.5 Customer may have the Services supplied to the members of Customer's organisation, but Customer shall not resell or otherwise distribute the Services. Customer is responsible for all obligations relating to the Services even on behalf of the member of its organization including the compliance of Users and Customer Affiliates with the terms of this Agreement and all applicable laws.
- 10.6 In the event that the Customer has acquired the Call Recording Service, Customer shall comply with all applicable law and in particular, without limitation whatsoever, with Regulation of Investigatory Powers Act 2000 ("RIPA"); Telecommunications (Lawful Business Practice)(Interception of Communications) Regulations 2000 ("LBP Regulations");Data

Protection Act 1998; Telecommunications (Data Protection and Privacy) Regulations 1999; Human Rights Act 1998 and to the rules stated on <https://ico.org.uk/for-organisations/guide-to-data-protection/employment/> which Customer acknowledges and agrees to apply using the Services.

11. Responsible use of Messaging Services

- 11.1 While using the Messaging Services, you must not send or upload:
- (a) anything that is copyright protected, unless you have permission;
 - (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
 - (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 11.2 While we have no obligation to monitor the Messaging Services if we are made aware of any issues with your use of these Services, (for example, if we are made aware that you are using Services in any of the ways prohibited by the law or by the Customer Agreement) we reserve the right to suspend the Services provided to you or remove or refuse to send or store content on your behalf and/or in for the competent authorities.

12. Responsible use of Age Restricted Services

- 12.1 You must not show or send age restricted content to anyone under 18. You must also ensure that you do not let anyone under 18 use your equipment.

13. Responsible use of Services outside the UK

- 13.1 If you use Services from a country outside the UK, your use of the Services may be subject to laws and regulations that apply in that other country, in addition to those applicable in UK. Customer releases iQela from any liability with regards to its compliance to those laws or regulations.

13.2 Our Rights – Intellectual Property

All rights, including copyright in Services and their content, belong to us, our network provider, or our licensed source, such as a content provider. We and they reserve all our and their rights.

- 13.3 The 'iQela' trade mark and other related images, logos and names on the Services are proprietary marks of iQela. We reserve all our rights.

14. Intellectual Property

- 14.1 The Intellectual Property Rights that exist in, or which are created by iQela during the provision of the Services and Software are owned by iQela or its licensors. Other than as is necessary for use permitted under this Agreement, no other right, licence or transfer is granted or implied under such Intellectual Property Rights. Customer shall not do anything to jeopardise iQela's or its licensors' Intellectual Property Rights.

14.2 The Intellectual Property Rights that relate to Customer's documentation, processes, procedures, know-how and anything else to which the Customer has title are owned by Customer or its licensors, and other than as is necessary for use permitted under this Agreement, no other right, licence or transfer is granted or implied under such Intellectual Property Rights. iQela shall not do anything to jeopardise Customer's or Customer's licensor's Intellectual Property Rights.

14.3 No provision contained in the Customer Agreement may be interpreted or construed as granting the Customer an assignment or a licence to any Intellectual Property Rights, including, by way of mere example, rights over trademarks, logos, names, distinctive signs of iQela. Customer acknowledges that it has no right or title to use or exploit, in any way, Intellectual Property Rights exclusively owned by iQela, and it also undertakes to use the Intellectual Property Rights solely within the limits of what is set out in the Customer Agreement and only if expressly authorised in writing to do so by iQela.

15. Suspension of Services

15.1 We may Suspend any or all of the Services you use without notice if:

- (a) we reasonably believe you have provided us with false or misleading details about yourself as set out in the Registration Form;
- (b) we believe (or you have informed us that) your Smartphone or SIM has been lost or stolen;
- (c) we reasonably believe that you have used Services, the SIM(s) or a phone number for illegal or improper purposes in contravention of our responsible use requirements;
- (d) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you are using Services in any of the ways prohibited by the law or by the Customer Agreement);
- (e) we are required to suspend your Services by the emergency services or other government authorities.
- (f) If you do not conform to the terms of this contract in term of payment for the services that you have ordered
- (g) where Customer has exceeded the credit limit on its account.

15.2 If we suspend any or all of your Services, you will still be able to make emergency calls (unless they have been Suspended at the request of the emergency services).

15.3 If your Services are suspended, we may agree to re-connect you if you ask us to do so and there may be a re-connection Charge for this.

16. Ending this Customer Agreement and Disconnection of Services

16.1 You may end this Customer Agreement totally or partially for specific Services (including the add-ons mobile office or call recording) in the following ways:

- (a) during your Minimum Term (if you have one): by giving iQela notice at least 30 days before the date you want to end the Customer Agreement. However, you must pay us all the Charges you owe, plus any Cancellation Fee (as set forth in "Prices" you will find on iQela website).
 - (b) out of the Minimum Term: by giving iQela notice at least 30 days if your Customer Agreement does not contain a Minimum Term, or if you want to end the Customer Agreement at the end of your Minimum Term or any time after your Minimum Term has expired, provided you give notice to Customer Services at least 30 days before the date you want to end the Customer Agreement.
- 16.2 In the following cases, we may end your agreement immediately and you have to pay all the Charges you owe up until we disconnect you:
- (a) if we have the right to Suspend your Services and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;
 - (b) if we believe that your use of our Services, are jeopardising the operation of our or our network provider's network, or are of an unacceptable nature; or
 - (c) in the event of your bankruptcy, insolvency or death;
 - (d) we may end your Customer Agreement if we no longer have access to other operators' networks which we need to provide Services, or if we are no longer able to provide Services due to factors beyond our control or because we cease business.
- 16.3 Once your SIM is activated, you can only end this Agreement in the ways set out in this Section 16.
- 16.4 Each Party shall have the right to terminate the Agreement in whole or in part by giving the other Party 30 days' written notice of termination and with reference to Customer according to art. 16.1 above. Customer may stop using Services at any time, but Customer shall still pay the Charges for the Services (including termination charge or Cancellation Fee, provided on iQela's website) until the termination of Customer Agreement
- 17. Effect of this Customer Agreement Ending**
- 17.1 If this Customer Agreement ends, we will close your account and disconnect you and you will not be able to use Services or make emergency calls.
- 17.2 At termination all outstanding balance shall immediately become due.
- 17.3 The Parties shall promptly upon request return or destroy all Confidential Information (except one copy which is necessary to keep in order to ensure compliance with this Agreement), and provide written confirmation of this upon request;
- 17.4 Termination of this Agreement (in whole or part), shall not affect the accrued rights and liabilities of either Party. Any provision of this Agreement which expressly or by implication

is intended to come into or continue in force on or after termination of this Agreement (in whole or part) shall continue in force.

- 17.5 In the case of termination of the call recording service (due or not to the termination of the Customer Agreement), Customer shall download or delete all recordings within thirty days after termination. On the expiry of such term any and all recording shall be definitively deleted without any chance to recover.

18. Liability

- 18.1 All of our obligations to you relating to Services are set out in your Agreement. If you wish to make any variations to the Agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.
- 18.2 Except as expressly set out in this Terms&Condition:
- (a) all other terms, conditions and warranties relating to Services are excluded;
 - (b) no damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, and claims from third parties. iQela, our partners and our network operator's entire liability to you for something we do or don't do will be limited to £3,000 for one claim or a series of related claims; and
 - (c) iQela, our partners and our network operator are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Services. iQela, our partners and our network operator are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.
- 18.3 Nothing in the Customer Agreement restricts either Party's liability for: death or personal injury resulting from negligence; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breach of confidence; and anything which cannot be restricted by law.
- 18.4 Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.
- 18.5 You shall indemnify and hold iQela harmless from and against – at its simple and written request waiving any objection – any claim made against iQela by a subcontractor and/or a third party and/or their employees or other personnel and/or any damage, cost, charge, expense including legal fees, which could be incurred by or requested of, iQela, with respect to Customer's performance of the Customer Agreement.
- ## **19. Services – Areas in Which We have No Responsibility**
- 19.1 We will try to ensure the accuracy, quality and timely delivery of Services. However:
- (a) we, our partners and our network operator accept no responsibility for any use of, or reliance on, Services or their content, or for any disruptions to, or any failures or delays

in, Services. This includes, without limitation, any alert Services or virus detection Services; and

(b) we, our partners and our network operator do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. They are provided to you on an 'as is' basis; and

(c) we, our partners and our network operator are not providing you with advice of any kind (including without limitation investment or medical advice).

19.2 We, our partners and our network operator will not be liable:

(a) for any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or

(b) if we or they cannot carry out our duties, or provide Services, because of something beyond our control;

(c) unless expressly set out in the Customer Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.

20. **Third Party Content and Services – Areas Where We Have No Responsibility.**

20.1 You may be able to use Services:

(a) to upload, email or transmit content using Services; and

(b) to access content which is branded or provided by others and to acquire goods and services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or services. We and our network operator are not responsible nor liable in any way for, and do not endorse, any of this content, goods or services.

20.2 This Section 20 will apply even after the Customer Agreement has ended.

21. **Privacy Notice and Your Information**

21.1 We may pass and share your personal information to our partners, network provider, other communications service providers and network operators for the delivery of our services, detection and prevention of theft and fraud, and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement

21.2 If you use Services in a country outside the UK it may be necessary to transfer your information to that country. If that country is outside of the EEA, the treatment of your personal information may be subject to laws and regulations applying in that country and which may not protect your information to the same standards that apply in the UK and the EEA.

21.3 You must keep any passwords and PIN numbers relating to your account and the Services safe and secure. You must not share them with anyone else. If you find or suspect that

anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately and ask us to change them. This is your responsibility.

- 21.4 Customer agrees that iQela and our partners and network provider shall process personal data, which shall be collected or submitted during any sales or registration process, in order to correctly and legally provide the Services. Such information and data shall be treated as set out in our 'Privacy Notice' accordingly to the applicable statutes.

22. Cancellation and Refund Policy

You have the right to cancel your contract within 14 days of signing up with us without giving any reason, although we will be glad to receive and discuss your reasons for changing your mind, if you would like to do so. We always welcome feedback and try to improve our service, so any comments would be appreciated.

In order to exercise your right to cancel the contract you must inform us of your decision to terminate your contract by e-mail at the address support@iqelamobile.co.uk or by calling us at the 0800 470 1115, or by sending us your cancellation request to the following address iQela Business Mobile Cancellation Team, 27 Old Gloucester St, London, WC1N 3AX, United Kingdom London (UK).

We will send you an e-mail to your registered email address confirming that we are processing your request.

If you have already received the SIM, after having filed the cancellation request you must destroy the SIM. In addition, when we receive your request, we will immediately deactivate your SIM.

If you have already paid us with a subscription or advance fee we will reimburse all payments received that relate to periods after the point of deactivation. We will make the reimbursement without undue delay, but please note that it may take between 30 and 60 days from the date on which we received your communication for the cancellation of your contract with us to process the return of your advance fees. If, during the allowed cancellation period (14 days from subscription) you have already requested or used the Services, you will remain responsible for all applicable usage fees, monthly fee (to be considered for the entire month notwithstanding the calendar day of termination), add-on fees, taxes, surcharges or other charges that accrued to your account up to the termination date.

The charges for any Service used on the account before you terminate the agreement may be applied against your advanced fee, without prejudice to our right to receiving the full amount due by you.

An early termination fee shall become due to iQela, should you cancel your service after the 14-day period, but prior to the expiry of your minimum term, according to your subscription plan. Please refer to your Contract in order to assess terms and condition applicable to you in such case.

23. Other Terms

23.1 This Customer Agreement is governed by English law, unless you live in Scotland in which case, it will be governed by Scottish Law.

23.2 We will aim at all times to provide you with the best service possible. However, occasionally we may not live up to your expectations. If you feel our Service could have been better, we'd really like to know so we can make sure it doesn't happen again - either to you or to anyone else.

Our customer services team is always happy to help and will respond initially within 1 working day.

You can contact us by phone at: _____ or via our online form.

Hopefully, we'll be able to resolve your complaint to your satisfaction. If, however, anything is unclear or you're unhappy with our response, please contact the person that handled your complaint. They'll do all they can to answer your questions and reach an agreement.

If your complaint is still unresolved, you can ask for a review from _____, an independent service that will look into your complaint and make adjudication on our response. _____ reviews complaints from personal customers and business customers with a turnover of less than £2million a year and fewer than 10 employees.

You can contact them in writing, by phone or send them an email.

Write to them at:

Call on:

Email them at:

23.3 If your complaint is still unresolved each of us agrees to only bring legal actions about Customer Agreement in English Court.

23.4 If you, or we or our network provider, delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us or them, from taking action later.

23.5 If a provision or part-provision is illegal, invalid or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If modification is not possible, the relevant provision or part-provision shall be deleted. Any modification to or deletion shall not affect the validity of the rest of this Agreement.

- 23.6 We may freely assign or transfer our rights and obligations under your Customer Agreement to a party who agrees to continue complying with our obligations under this Customer Agreement.
- 23.7 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number for Services.
- 23.8 You confirm that you have full contractual capacity to agree to the Customer Agreement.
- 24. Third Party Rights**
- 24.1 This Customer Agreement is entered into by us for the benefit of us, our partners and our network provider.
- 24.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that our network provider will have the right to enforce any rights conferred on it under this Customer Agreement and to that extent our network provider will have the same rights against you as would be available if they were a party to this Customer Agreement.

Glossary for Terms of Services

Access Fee: A periodic fee payable by Customer for use of the basic bundles provided for voice data and SMS.

Additional Services: additional or supplemental services for which a charge is made in addition to the fixed periodic charges for the Services (if applicable).

Age Restricted Services: any Services for use only by customers 18 or over.

Cancellation Fee: means, a fee charged if we end the agreement due to your conduct or if you end your agreement within the Minimum Term. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting the Services and our payments to operators, network providers, stores or agents.

Charges: charges for access to, and use of, Services. These charges may cover (without limitation) fixed periodic charges, usage charges, account administration fees, fees for Connection and re-Connection, a Cancellation Fee (where applicable) and any costs incurred in collecting outstanding payments from you.

Connection: the procedure by which we give you access to Services. 'Connected', 'Connecting', and 're-Connection' have corresponding meanings.

Damage: any accidental, sudden and unforeseen damage to the Handset caused by external means which affects the operational functioning of the Handset.

Disconnection: the procedure by which we stop your access to Services. 'Disconnected' and 'Disconnecting' have corresponding meanings.

Messaging Services: any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let you communicate with others.

Minimum Term: the minimum fixed term for the supply of Services.

Premium Services: any Services which are charged at premium rates. You can only access these Services – such as international calling and international roaming – with our approval.

Services: the services offered by us, including call services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which we agree to provide for you.

SIM: a card which contains your phone number and enables you to access Services.

Software Fee: A periodic fee payable by Customer for use of the Services such as Mobile Office and/or Call Recording

Call Recording: any Services which offer you call recording and storage capacity on the network for storage of content which you access from us.

Suspension: the procedure by which we temporarily Disconnect your access to the Services. 'Suspend' has a corresponding meaning