

## MVNO Terms and Conditions

### 1. Introduction

- 1.1 These standard terms and conditions apply to this Agreement between Curveball Solutions UK Limited and the Customer in order to receive the Equipment/Services and the Airtime Supply (as defined in clause 2.1 below). The Customer agrees to enter into this Agreement with Curveball Solutions UK Limited governing the supply of Equipment and/or Services and the Airtime Contract with the relevant network.

### 2. Definitions

- 2.1 In these conditions, the following expressions shall have the following meanings;

“Airtime Contract” means the agreement between the Customer and the relevant network. A copy of the Airtime contract will be given to the customer with this Agreement;

“Airtime Supply” means cellular mobile telecommunications airtime and network capacity procured from a network;

“Connection” means the connection of the customer’s end user(s) to a network such that the end user(s) is (are) capable of accessing the Airtime Supply;

“Contract Term” the minimum term for each connection is laid out in this agreement and each connection must remain in contract for this period. If a connection is removed from this account then penalty charges will apply, which will include line rentals until the end of the agreement and an average ARPU payment on the account.

“Downward Migrate” means the change of tariffs, on the same network, at the request of the Customer which results in the customer paying a lower monthly line rental.

“Equipment” means any mobile phone hardware or associated technology;

“Funding” means the amount payable by Curveball Solutions UK Limited to the Customer as agreed between Curveball Solutions UK Limited and the Customer. This amount will take into consideration the number of connection, the applicable tariffs and the Contract Term, the Customer agrees to take under the Airtime Contract.

“Monthly Funding” means the amount of Funding payable per connection divided by the Contract Term.

“Services” mean any service ordered by the Customer and provided by Curveball Solutions UK Limited.

“Service Level Agreement” means the Service Levels Curveball Solutions UK Limited will provide to the Customer under this agreement.

“SIM” means the subscriber Identity Module provided by Curveball Solutions UK Limited.

### 3. Key Points

- 3.1. We Curveball Solutions UK Limited are providing you with Mobile Services using approved phones, SIM’s and network resources provided by our network provider, Gamma Telecom Ltd, who procure elements from one or more Mobile Network Operators (MNO)
- 3.2. The terms for Service only cover the terms on which you may use the Services. They do not cover your purchase of your Handset.
- 3.3. Services will be provided within our network provider, or its MNO’s network area in the UK and by roaming on to other networks but it’s always possible that the quality of coverage may be affected at times.
- 3.4. You must not use the Services for any illegal or improper purposes. Any under the Age of 18 is not permitted to access Age Restricted Services.
- 3.5. You agree that we may provide your personal data to Gamma Telecom Limited and that we and our network provider, or their MNO, can process your organisations information and users personal data, which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage and account for Services, to deliver products and services ordered for you, for security and emergency service support, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to your preferences) as set out in our “Privacy Notice” in the Terms for Services. Upon written notice to you by Gamma Telecom Limited all of Curveball Solutions UK Limited rights and obligations, including all accrued rights and obligations, under this Agreement will be assigned and transferred to Gamma Telecom Limited or to its nominee.

- 3.6. A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, besides Gamma Telecom Limited or its nominee may enforce any term of this contract directly against you.

#### 4. [Applicable Terms](#)

The Customer acknowledges that the supply of Equipment and/or Airtime Supply of services or any other business undertaken by Curveball Solutions UK Limited is transacted subject to these terms and conditions and each condition shall be deemed to be incorporated in and to be a condition of any agreement between Curveball Solutions UK Limited and the Customer. No other terms or conditions stipulated, or referred to, in any documentation (for instance a purchase order issued by the Customer) passing between the Customer and Curveball Solutions UK Limited, shall be incorporated at any time into this agreement between Curveball Solutions UK Limited and the Customer.

#### 5. [Supply of Customer Equipment and Airtime Supply](#)

- 5.1. Curveball Solutions UK Limited will use their best endeavors to deliver the Equipment and Airtime Supply ordered by the Customer on the date agreed by the parties.
- 5.2. Title to the equipment will not pass to the Customer until Curveball Solutions UK Limited has received payment in full, including any relevant VAT. The risk in the equipment will pass to the Customer upon delivery and the Customer is responsible for any loss or damage after the Equipment has been delivered to the address, nominated by the Customer.
- 5.3. Where equipment has been given to the Customer as “funding”, the Customer acknowledges that the equipment never passes ownership to the Customer and that it is a condition of this contract that such equipment is returned to Curveball Solutions UK Limited if the Customer either disconnected or downward migrates during the contract term. Once the contract term has expired, the Customer has an opportunity to purchase the equipment from the company at the original cost price less 50%, or return the equipment in full working order. If the equipment is not in full working order the Customer agrees to pay the original cost price less 50%. This will be invoiced by Curveball Solutions UK Limited and the Customer agrees this invoice is payable upon request.
- 5.4. It is the Customer’s responsibility to obtain the Porting Authorisation Code(PAC). However, Curveball Solutions UK Limited may support the Customer in obtaining the Porting Authorisation Code and by signing this agreement the Customer gives Curveball Solutions UK Limited express authorisation to obtain the Porting Authorisation Code on their behalf.

#### 6. [Charges and Payment](#)

- 6.1. Where the Customer has Equipment, the cost of which is not set off against Funding, the Customer agrees to pay for such Equipment within 30 days of delivery.

#### 7. [Payment and Recovery of Funding](#)

- 7.1. Curveball Solutions UK Limited may, at their sole discretion and subject to the remaining provisions of this clause, provide the Customer with Funding as a consequence of the Customer entering into the Airtime contract with the network. Funding will only be provided to the customer subject to the following conditions.
- 7.2. The connection(s) is (are) active on the network on the Funding payment (or instalment payment) date;
- 7.3. The Funding is claimed during the Contract Term;
- 7.4. Where the conditions and timescales set out in 6.1 and 6.2 are not met then the Customers right to Funding shall cease.
- 7.5. In relation to the Customers entitlement to Funding the Customer recognises that it is always conditional upon the Customer using and maintain the Connection(s) for the Contract Term and not Downward Migrating the

Connections during the Contract Term and other such conditions are notified by Curveball Solutions UK Limited to the Customer from time to time.

- 7.6. Where the Customer withdraws from the Airtime Contract or disconnects, connection(s) or Downward Migrates.
- a. Connection(s), or the network withholds or reclaims the connection commission due or paid to Curveball Solutions UK Limited or any part of it (for whatever reason) before the end of the Contract Term, Curveball Solutions UK Limited shall be entitled to recover the Funding (or portion of it) paid to the Customer or withhold any further Funding to be paid to the Customer. Curveball Solutions UK Limited will be entitled to recover, from the Customer, the monthly Funding amount for each connection for each month of the remaining unexpired months of the Contract Term and part months to be pro-rated. The Customer accepts this is a genuine estimate of Curveball Solutions UK Limited loss.
  - b. Curveball Solutions UK Limited will invoice the Customer any amounts due or withheld as set out in this clause 6 and such amounts shall be payable by the Customer on presentation of Curveball Solutions UK Limited invoice.

## 8. Warranties

- 8.1. Curveball Solutions UK Limited will not exchange or replace Equipment that complies with the Customers specification. In exceptional circumstances, Curveball Solutions UK Limited may exchange equipment at the Customers request and cost.
- 8.2. In the event that any of the equipment supplied to the Customer is faulty or the equipment becomes faulty subsequently, Curveball Solutions UK Limited will handle the returns process for the Customer and determine whether the fault is covered by Manufacturers Warranty, Insurance or Curveball Solutions UK Limited Protection Plan. Curveball Solutions UK Limited will ensure the fault is handled in the most efficient manner for the benefit of the Customer and the Customer agrees to pay any cost for repairing the fault. In the event of the fault not being covered by the main warranty, Insurance or Curveball Solutions UK Limited Protection Plan.

## 9. Limitation and Liability

- 9.1. Curveball Solutions UK Limited shall not be liable to the Customer in respect of any matter arising out of or in connection with this Agreement in contract or tort (including negligence) or otherwise for any loss of profit, loss of business contracts, loss or corruption of data, or any indirect or consequential loss or damage whatsoever. Curveball Solutions UK Limited liability for loss or damage of any kind whatsoever to the Customer during the performance of this Agreement in contract, tort or resulting in from negligence or otherwise arising in connection with this Agreement shall in no circumstances exceed the sum paid by the customer to Curveball Solutions UK Limited in respect of the Equipment and Services. Nothing in this agreement shall exclude or restrict the liability of Curveball Solutions UK Limited for fraud, death or personal injury resulting from the negligence of the company.
- 9.2. Besides from for death or personal injury resulting from Curveball Solutions UK Limited negligence, Curveball Solutions UK Limited shall not be liable to the Customer for any loss as a result of electromagnetic frequencies or any similar result from use of the equipment.

## 10. General

- 10.1. All notices given pursuant to any of these Conditions must be given by facsimile or letter. Whereby any such notice is given by facsimile, it shall be deemed to be given at the time when it is received by the recipient and in the case of any notice given by letter, it shall be deemed to have been given at the time when it would have been delivered to the recipient in the ordinary course of post. All notices to Curveball Solutions UK Limited must be delivered to its address specified above. Any notices to the customer will be valid if sent to the Customers last known place of business or to the Customers registered office and if there is more than one such business to any one of such businesses.

- 10.2. If any term or provision within these conditions shall in whole or in part be held to any extent to be illegal or unenforceable, then such term or provision or part shall to that extent be deemed not to form part of these conditions and the enforceability of the remainder of these conditions, shall not be affected. Furthermore Curveball Solutions UK Limited and the Customer agree that substitute provisions, as agreed by the Parties, will be used in a form as similar as possible to the offending provision without rendering them illegal or unenforceable.
- 10.3. No variation, extension, exclusion or cancellation of these Conditions shall be binding upon Curveball Solutions UK Limited unless and until it is confirmed in writing by the Director of Curveball Solutions UK Limited.
- 10.4. The Customer shall not be permitted to assign or subcontract this Agreement or any part of it without the written consent of Curveball Solutions UK Limited. Curveball Solutions UK Limited will be entitled to assign or subcontract this Agreement or any part thereof.
- 10.5. Nothing in this Agreement shall create or be deemed to create a partnership or relationship of principal/agent or employer/employee.
- 10.6. The headings to the clauses of this Agreement and to the paragraphs of the Schedules will not affect its construction.
- 10.7. These conditions shall be governed by English Law and English Courts alone shall have jurisdiction in any dispute between Curveball Solutions UK Limited and the Customer.

## 11. Ending this agreement & Disconnection of Services 11.1.

You may end this Agreement in the following ways:

- 11.2. You can end the Agreement during your Minimum Term by giving notice at least 30 days before the date you want to end the Agreement. However, you must pay us all the Charges you owe, plus any Cancellation fee.
- 11.3. Curveball Solutions UK Limited must be informed 30 days before the end of the contract that they do not wish to renew their agreement or they will be entered into another Minimum Term from the end date of their initial term date.
- 11.4. Curveball Solutions UK Limited may end this Agreement in the following ways;
- 11.4.1. On 30 days' notice, outside of the Minimum Term. If your Agreement does not have a Minimum Term, or the Minimum Term has expired, we can end this Agreement by giving you at least 30 days' notice of ending Agreement.
- 11.4.2. Because of your conduct. In the following cases, we may end your Agreement immediately and you will have to pay all the Charges you owe until Curveball Solutions UK Limited disconnects you.
- 11.4.3. If Curveball Solutions UK Limited 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:
- 11.4.4. If you fail to pay any Charges due to us by the date due we may (without losing or reducing any other right or remedy) suspend any Services (in whole or in part) without notice if:
- 11.4.5. You fail to make any payment requested within seven days of the date in the letter. Email or appropriate correspondence requesting such payment.
- 11.4.6. Two consecutive direct debit requests are rejected and/or you fail to pay any payment on the due date where there have been two preceding failures which were remedied within the seven day period.
- 11.4.7. If Curveball Solutions UK Limited believe that your use of our Services, is jeopardising the operation of our network, our network providers or its MNO network, or is of an unacceptable nature or in the event of your bankruptcy, insolvency or death.
- 11.4.8. Curveball Solutions UK Limited may end the Agreement if we no longer have access to other operator's 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.
- 11.5. Once you are connected, you can only end this agreement in the ways set out in this section. However if you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be

affected by this section. For more information about your statutory rights please contact your local authority Trading Standards Department or Citizens Advice Bureau.

- 11.6. If a request is received to port a mobile telephone number to another network provider, we will not be obliged to provide a porting authorisation code to you unless;
  - 11.6.1. The minimum contract term (if applicable) has expired; and
  - 11.6.2. There are no outstanding amounts due from you to us in relation to this Agreement.
- 11.7. In the event that you cancel, suspend or amend any direct debit arrangements set up for the purposes of making payment due to us in respect of the Charges without our express written consent, we reserve the right to charge you the current monthly billed amount or the commitment amount upfront for the remainder of the contract term.

## 12. Effect of this agreement ending

- 12.1. If this agreement ends, we will close your account and disconnect you and you will not be able to use any Services or make emergency calls.
- 12.2. You must immediately pay all Charges you owe up to the date the agreement ends. If we end the agreement due to your conduct or if you end your Agreement with the Minimum Term, the Charges will include a Cancellation Fee.
- 12.3. You will not be entitled to any remaining Hardware Fund or Airtime Fund following termination of these Agreements.
- 12.4. You shall return all equipment to us in accordance with clause 4.3
- 12.5. This contract will automatically rollover for the term of two years from the date of expiry, unless 90 days' notice is given in writing to Curveball Solutions UK Limited by the Client.
- 12.6. Curveball Solutions UK Limited reserve the right to pass on to the Client any increase in charges from a third party provider.

## 13. Variations to your agreement or prices

- 13.1. We may vary any of the terms of your Agreement on the following basis: we will make best endeavours to let you know at least 30 days in advance if we decide to;
- 13.2. Discontinue the Services; or
- 13.3. Make any variations to your agreement which are likely to be of detriment to you; or
- 13.4. Increase the fixed periodic charges 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.
- 13.5. You can end the agreement for such variations as explained in clause 11. Subject to the above, you will not be able to end the agreement if such variation or increase;
  - 13.5.1. Is due to changes to the law, government regulation or license which affects us; or
  - 13.5.2. Relates solely to Additional Services;
- 13.6. If you carry on using our Services after the variation commences, you will be deemed to have accepted the variation and such variation does not require the signature of either party.
- 13.7. The following are agreed to be short notice price variable services: premium rate services, roaming services, international services, personal number services, special numbers, short codes, directory assistance numbers and any other service being subject to price changes that we cannot reasonably avoid. For short notice price variable services we will pass on the burden of any cost increase by giving you 30 days' notice where possible, or such lesser notice given to use by a relevant third party.

## 14. Third Party Rights

- 14.1. This agreement is entered into by us for the benefit of us, our network provider and their MNO.

- 14.2. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended by our network provider, Gamma Telecom Ltd and its MNO will have the right to enforce any rights conferred on it under this agreement and to that extend Gamma Telecom Ltd and its MNO will have the same rights against you as would be available if they were a party to this agreement.

## 15. GSM Gateways and VoIP

- 15.1. You shall not connect any GSM Gateway to the network for illegal purposes including the unlawful provision of electronic communication services (as defined in the Communications Act 2003) to a third party or which is not compliant with any relevant laws or the MNO's commercial policy. You shall not use the Services for the purposes of Voice-over-Internet-Protocol service or similar service, unless otherwise agreed in writing by us.

## 16. Curveball Solutions Protection Plan

- 16.1. What you're entitled to with Protection Plan from Curveball Solutions UK Limited;
- 16.2. If Your Equipment is Damaged, Accidentally Lost or Stolen, in return for paying Your Premium, We, subject to the terms, conditions and exclusions below will at Our discretion either:
- 16.2.1. Repair Your Equipment
  - 16.2.2. Replace Your Equipment with a product of similar specification with an excess fee. See below Section 4 for further information.
  - 16.2.3. You are covered for:
  - 16.2.4. **Accidental Damage and Cracked Screens:** We will pay for repair costs if your device is damaged accidentally and we feel you have taken reasonable precautions. We do not cover cosmetic damage.
  - 16.2.5. **Malicious Damage:** if your device is deliberately damaged by an unauthorised individual we will repair the device.
  - 16.2.6. **Stolen Device:** If your device is stolen we will replace it.
  - 16.2.7. **Accidental Loss:** If your device is accidentally lost then we will replace it with an excess fee.
  - 16.2.8. **Breakdown:** If your device suffers a breakdown we will repair your device for you or replace your device if it is deemed unrepairable.
  - 16.2.9. **Liquid Damage:** If your device is damaged as a result of accidentally coming into contact with any liquid we will repair or replace it.

**Note:** If you make a successful Claim, We will endeavour to repair your equipment. If unsuccessful we will provide you with Replacement Equipment. Wherever possible we will replace Your Equipment with a model of a similar specification – this might be a different model from a different manufacturer. In the event that we are unable to replace Your Equipment with the exact model, we accept no responsibility for delay should you decide to wait for an exact replacement rather than accept a model of similar specification.

- 16.3. Your policy **doesn't** cover you for the following:
- 16.3.1. Any loss or Theft of Your Equipment deliberately left away from Your person,
  - 16.3.2. Any incident giving rise to a Claim involving Accidental Loss, Theft or Malicious Damage that is not reported to Us within 72 hours of discovery (other than where extenuating circumstances prevent You from doing so).
  - 16.3.3. Any Claim involving Theft or Malicious Damage that you do not provide us with a crime reference number for within 72 hours of discovery (other than where extenuating circumstances prevent you from doing so).
  - 16.3.4. Any incident giving rise to a Claim involving Accidental Damage that is not reported to us within 14 days of discovery (other than where extenuating circumstances prevent you from doing so).
  - 16.3.5. Cost of repair or replacement where covered by the relevant manufacturer's guarantee or warranty.

- 16.3.6. Theft of Your Equipment from a vehicle unless locked and forced entry to the vehicle is evident and reasonable care has been taken to conceal Your Equipment in a glove box or in the car boot. We will request proof that the vehicle has been forcefully entered.
- 16.3.7. Theft from any property not accompanied by evidence of forced entry or exit.
- 16.3.8. Any costs for calls, texts or data downloads made after Your Equipment was Accidentally Lost or Stolen.
- 16.3.9. Confiscation by any government or public authority.
- 16.3.10. Costs incurred in Your Equipment being routinely serviced, inspected, adjusted or cleaned.
- 16.3.11. Any costs for repairing or replacing aerials, batteries or chargers where these items are the only part of Your Equipment Accidentally Lost, Stolen or Damaged.
- 16.3.12. Any Damage, Accidental Loss or Theft as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power.
- 16.3.13. Any Claim where you are not a resident of the UK at the time of the incident giving rise to the Claim.
- 16.3.14. Loss of data or software or costs of replacing any personalised ring tones, graphics, downloaded material or applications.
- 16.3.15. Normal wear and tear or deterioration, depreciation, rusting or oxidation, atmospheric or climatic conditions of Your Equipment.
- 16.3.16. Damage to Your Equipment resulting from alterations, maintenance including cleaning and restoring, repairs, faulty or defective design.
- 16.4. In the event of a successful Claim We will not cover the Excess which must be paid by you.
  
- 16.4.1. All figures above are inclusive of VAT at the rate of 20%. Should the rate of the VAT change at the time of claim then Curveball Solutions UK Limited will adjust the excess fees to match the correct rate.