

Specific Terms and Conditions for the provision of goods and/or services relating to Mobile Phones.

This document sets out Curveball Solutions UK Limited's Specific Terms and Conditions for the provision of all goods and/or services relating to mobile phones, including Mobile Phone Supply, Mobile Airtime, Curveball Mobile (MVNO), Mobile Device Management Software and Protection Plan.

For the avoidance of doubt, these Specific Terms and Conditions **do not** apply to any goods and/or services relating to IT Support, Ethernet Services, Hosted Services, and Phone Systems, for which a separate Specific Terms and Conditions shall apply.

These Specific Terms and Conditions shall be read in conjunction with both: (i) our General Terms and Conditions, which apply to all contracts; and (ii) our Order Terms and Conditions (which comprise of the Order Form(s), any service level agreement (SLA) and any related proposals, quotations, annexes, schedules, response times, booklets, or appendices agreed upon by Us and the Customer) which are specific to your order(s).

Our terms and conditions, as detailed in the paragraph above, shall apply to the exclusion of all terms and conditions which the Customer may seek to impose or incorporate. Please refer to your client portal to access copies of all relevant documentation, or contact us by email via support@curveballsolutions.com.

Should your particular contract include a separate contract with a third-party telecommunications company then you must also comply with your obligations under the terms of that separate contract.

This document was updated and implemented on 1st October 2025 and it applies to all contracts dated on, or after, that date. Should you require any previous version(s) then please request that via email (support@curveballsolutions.com). **We would specifically highlight the automatic rollover provisions set out within clause 2.6 of these Specific Terms and Conditions, and clause 12 of our General Terms and Conditions.**

1. DEFINITIONS

The following words and expressions shall have the meanings set out below, or, where not specified below, as per the definitions set out within our General Terms and Conditions:

"Agreement" means, collectively: (i) our General Terms and Conditions; (ii) our Specific Terms and Conditions; and (iii) our Order Terms and Conditions (which comprise of the Order Form(s), any service level agreement (SLA) and any related proposals, quotations, annexes, schedules, or appendices agreed upon by Us and the Customer).

"Business Days" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Charges" means the amount payable by the Customer for the Goods and/or Services as detailed in the Agreement and any subsequent amendments made in accordance with the Agreement.

"Devices" means the mobile devices owned or leased by you upon which or with which the Software may be used or installed, as specified in the Order Terms.

"Extended Term" means any further term beyond the Initial Term, as per the automatic rollover provisions within clause 2.7.

"General Terms" means Our General Terms and Conditions which apply to all contracts.

"Goods" means any goods to be supplied as set out within the relevant Order Terms.

"Incentives" means any redemptions or similar promotional deals offering you a financial incentive or rebate when you enter into an Agreement with us, as may be further specified within the relevant Order Terms, including; any "Buy Out Sum" that may be paid to you to allow you to break your pre-existing contract with a third party, "Cashback" sum, "Hardware Fund", "Line Credit", or the provision of Products free of charge or at a discounted rate from the ordinary retail price.

"Initial Term" means the initial term set out within the Order Form, which shall, in any event, be no less than 12 months or the term of any agreement in place between you and your Network Provider (whichever is greater).

"Network Billing" has the meaning given in clause 3.1.

"Network Provider" means the telecommunications company which provides, among other things, the mobile network and telecommunications infrastructure for the Products and with whom you may have a separate contract.

"Order Terms" or **"Order Terms and Conditions"** means the terms within order form(s), any service level agreement (SLA) and any related proposals, quotations, annexes, schedules, response times, booklets, or appendices agreed upon by Us and the Customer which are specific to your order(s).

"Protection Plan" has the meaning given in clause 9.

"Services" means any services to be supplied as set out within the relevant Order Terms.

"Software" means the SOTI MobiControl mobile device management software (and any documentation relating to such) to be licensed and supplied, and, as appropriate, hosted by us for your benefit under the terms of the Agreement.

"We" **"Us"** **"Our"** means Curveball Solutions UK Limited whose address is at Suite 5, Enterprise House, Moorgate Point, Moorgate Rd, Liverpool, L33 7XW, Company No. 09310243.

"Wholesale Billing" has the meaning given in clause 3.1.

"Writing" excludes facsimile transmission (fax).

2. PROPOSALS, ORDERING AND TERM OF AGREEMENT

- 2.1 To enable Us to issue an accurate proposal or quotation the Customer shall (i) provide accurate, complete and valid information; and (ii) where necessary, complete a product information form.
- 2.2 Any proposal or quotation issued by Us for the supply of the Goods and/or Service(s) shall be subject to: (i) the Customer's full compliance with clause 2.1; (ii) attending an appointment or meeting with Us, where necessary, to discuss the Customer's needs; and (iii) definitive pricing being confirmed to Us by any applicable third-party network provider. Any proposal or quotation shall not constitute an offer and, unless stated otherwise within such, all proposals or quotations will only be valid for 30 Business Days.
- 2.3 Any order for the supply of Goods and/or Service(s) made by the Customer shall only be deemed to be accepted upon the order form being fully signed by all parties or, in the absence of the order form being fully signed, upon the supply of the Goods and/or Service(s) commencing. A provisional acceptance by Us shall not constitute formal acceptance, and provisional acceptances may be withdrawn at Our discretion.
- 2.4 The initial fixed term for the supply of the Goods and/or Service(s) ordered shall be stated within the Order Terms, and the initial fixed term begins upon the supply of the Goods and/or Service(s) commencing.
- 2.5 The Agreement may only be terminated either in accordance with: (i) clause 12 of our General Terms; or (ii) clause 2.6 of these Specific Terms and Conditions.
- 2.6 We may, at Our sole discretion, accept notice from the Customer of early termination of the Agreement (during the Initial Term or any Extended Term). In the event We do exercise Our discretion in such a scenario, the Customer agrees that, in order to effect early termination, the Customer shall return any Goods supplied under the Agreement that remains Our property (including those supplied via any hardware fund or lease) within 10 working days of any early termination acceptance, and pay Us the following early termination fees without deduction and within seven days of any early termination acceptance:
- i. Any unrecovered charges or clawbacks from the Network Provider;
 - ii. The value of any Incentives provided to you under the Agreement;
 - iii. A reasonable administrative fee per telephone number transferred.

A pre-estimate of such early termination fees can be provided upon request, and they reflect an estimate of Our losses to be suffered in the event We allow early termination (they are not a penalty). For Wholesale Billing, early termination fees will be charged in accordance with our standard processes for recovering costs across other products and services. Any failure by the Customer to pay all of the early termination fees in accordance with this clause shall constitute a default, the Agreement shall remain in force, and there shall be no obligation on Us to exercise our discretion to accept any further notice of early termination.

2.7 In the event the Agreement is not validly terminated by either party in accordance with clause 12 of our General Terms, or clause 2.6 of these Specific Terms and Conditions, the Agreement (and any standalone agreement(s) between the Customer and any relevant third-party network provider(s)) will automatically rollover for the term of two years from the date of expiry of the initial fixed term.

3. BILLING AND CHARGES

- 3.1 As confirmed within the Order Terms, Charges shall either be: (i) billed to the Customer by Us (Wholesale Billing), which shall be paid by the Customer to Us; or (ii) billed to the Customer by the relevant Network Provider(s) (Network Billing).
- 3.2 The Charges shall be paid by the Customer in accordance with the Agreement, the Customer's standalone agreement(s) with the relevant Network Provider(s) (where applicable), and any associated credit agreement(s) and/or direct debit mandate(s).

- 3.3 If any sum due from the Customer is not paid in accordance with the terms set out in clause 3.2, We shall be entitled, upon written notice, to suspend the supply of the Service(s) without adjustment to the Charges until all outstanding amounts have been paid.
- 3.4 If any direct debit has been stopped or cancelled by the Customer or their bank, there will be an additional charge to the Customer of £15.00 plus VAT to reinstate that direct debit, which shall be taken in full with the first payment due after reinstatement.
- 3.5 We reserve the right to increase the Charges in accordance with the General Terms.

4. CUSTOMER OBLIGATIONS AND INDEMNITY

- 4.1 The Customer shall comply with all of their obligations set out in the Agreement, and the Customer's standalone agreement(s) with the relevant Network Provider(s) (where applicable), failing which the Customer shall indemnify Us and the Network Provider(s) (where applicable) without limit. For the avoidance of doubt, if any Network Provider(s) disconnect the Customer's Services for their failure to comply with any applicable terms, all Charges payable under this Agreement shall remain payable in full.
- 4.2 The Customer agrees not to misuse any of the Goods and/or Services supplied under this Agreement for purposes which include, but shall not be restricted to, spamming, exceeding any fair usage policies and/or any illegal or unlawful activity.
- 4.3 The Customer agrees to co-operate with Us (or any relevant Network Provider) and follow all recommendations and/or advice to resolve faults and/or improve performance. If such is not followed, the Customer agrees that: (i) such failure is the sole responsibility of the Customer; (ii) We (or any relevant Network Provider) shall bear no liability or responsibility for any negative effect that such failure may have on the quality of the Goods and/ Services supplied, and such will not provide the Customer with grounds to terminate the Agreement; and (iii) We (or any relevant Network Provider) may charge the Customer on a time and materials basis to resolve/remedy any issue on behalf of the Customer which arises from such failure.
- 4.4 The Customer shall be responsible for the safe keeping and use of any Goods supplied under the Agreement, including ensuring that they are used with reasonable care and only in accordance with the manufacturer's guidelines. Any Goods supplied shall not be used in conjunction with any goods or equipment which We, or the manufacturers, did not supply (or otherwise approve of in writing, in advance).
- 4.5 The Customer shall not connect any GSM Gateway to the network for any illegal purpose, and the Customer shall not use the Services for any VOIP (Voice Over Internet Protocol) service, or similar, unless we agree to such in writing in advance.

5. LIMITATIONS AND EXCLUSIONS

- 5.1 Mobile airtime services shall be subject to area coverage. Coverage checkers are published online by the particular Network Provider(s) and it is the Customer's sole responsibility to ensure that they have checked there is sufficient area coverage within the relevant area(s) before entering into the Agreement. For the avoidance of doubt, any issues which may arise from the Customer's failure to comply with this clause shall not provide grounds for the Customer to terminate the Agreement.
- 5.2 Mobile airtime services shall be subject network availability, which may be affected by matters outside of Our control. This includes, but is not restricted to, network downtime (whether routine, planned, or on an emergency basis) and power outages. It is agreed that such periods of unavailability shall not provide grounds for the Customer to terminate the Agreement unless it materially affects the provision of Services to the extent it is considered to be a Force Majeure Event (as defined within the General Terms).
- 5.3 Mobile airtime services do not cover the purchase of any handset(s), unless specifically noted within the

6. INCENTIVES

- 6.1 We may, at our discretion, offer the Customer Incentives to enter into the Agreement, as set out within the relevant Order Terms.
- 6.2 Without limiting any of Our other rights or remedies, if the Customer, at any time, fails to perform or delays in performing any of their obligations under any contract with Us (including where any Charges are outstanding, or where you purport to terminate/break the Agreement during the Initial Term or any Extended Term), We reserve the right to, in our sole discretion: (a) withhold any Incentives otherwise due to the Customer under the Agreement; (b) otherwise set-off any amount owing to the Customer by Us against the payment of any Incentives (in accordance with clause 8.13 of the General Terms); or (c) claim repayment of the value of any Incentives provided to the Customer on demand. Such failure shall also disqualify the Customer from receiving any Incentives they may have been entitled to in the future.
- 6.3 Where We offer the Customer an Incentive of a fixed price line rental via cash-back or line credit, that fixed price is dependent on the Network Provider not increasing the price of its services. Where the price of the Services is increased by the Network Provider, that is done independently of the Agreement. The amount payable to the Customer shall remain static for the duration of the Agreement and the Customer shall remain liable to the Network Provider for any increased charges.
- 6.4 The Customer shall be liable to return or repay any Incentives (or the full original value of the same) it has received where it has not been possible for us to fully fulfil the order for reasons outside of Our control (including due to any failure of the Network Provider), which shall mean the Customer is entitled or permitted to, and elects to, terminate the Agreement as a result.
- 6.5 Should We agree to provide a hardware fund to the Customer then:
- a) where the Agreement is renewed or rolled over, any unused portion of that hardware fund from the previous term shall not be carried over unless We agree to such in writing;
 - b) any request from the Customer to purchase any hardware with a total value greater than £5,000 at any one time using the hardware fund shall require Our written agreement;
 - c) unless otherwise agreed to by Us, the hardware fund available to the Customer shall be reduced pro rata throughout the term of the Agreement; and
 - d) title to all Goods provided as part of the hardware fund shall remain Our property, and title shall not pass to the Customer unless and until, all Charges have been paid in full by the Customer. For the avoidance of doubt, should the Customer enter an insolvency event or similar, then such Goods must be returned to us by any intervening party on behalf of the Customer.

7. WARRANTIES

- 7.1 We will not exchange or replace any Goods ordered which complies with the Customer's specification. In exceptional circumstances, We may (at Our sole discretion) exchange Goods at the Customer's request and cost.
- 7.2. In the event that any of the Goods supplied to the Customer is faulty or it becomes faulty subsequently, We will handle the returns process for the Customer and We shall determine whether the fault is covered by Manufacturers Warranty, Insurance or Our Protection Plan. We 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, or any insurance policy or Protection Plan which may have been ordered.

- 7.3 We will respond to mobile-related support requests in accordance with the Service Level Agreement available on the onboarding page or upon request.

8. MOBILE DEVICE MANAGEMENT SOFTWARE

- 8.1** Subject to payment of the Charges and to compliance with the other terms of the Agreement, We shall use reasonable endeavours to procure for the Customer, with effect from the Licence Date, a worldwide, non-exclusive and non-transferable right to permit the Authorised Users (subject to the licence restrictions) to use the Software on the Devices during the Initial Term and any Extended Terms.
- 8.2** In relation to the licence outlined in clause 8.1, the Customer warrants and undertakes that: (a) the Customer shall be responsible for ensuring compliance by Authorised Users with the terms of the Agreement; (b) the Customer and each of the Authorised Users shall not use the Software in any way which is restricted by the licence restrictions, and shall abide by and adhere to any conditions imposed thereby; (c) the number of Devices upon which or with which the Software has been used or installed shall not exceed the number of Subscriptions the Customer has purchased from time to time; (d) the Customer shall not allow or suffer any subscription to be used on more than one Device unless it has been reassigned in its entirety to another Device, in which case the Customer shall no longer have any right to use the relevant subscription with the previous Device; (e) all passwords provided to the Customer for use of the Software shall be kept confidential; (f) the Customer shall permit Us to audit their use of the Software in order to establish, inter alia, that the number of Devices upon which or with which the Software has been used or installed does not exceed the number of subscriptions purchased, and that Software is only being used by Authorised Users; (g) if any of the audits referred to in clause 8.2(f) reveal that the Customer has underpaid Charges to Us, then without prejudice to any other right to which We may be entitled, the Customer shall pay all outstanding Charges within 5 Business Days; and (h) if any of the audits referred to in clause 8.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Our other rights, the Customer shall promptly disable such passwords.
- 8.3** The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Software, and the Customer's data shall not constitute or contain anything that (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property.
- 8.4** The Customer shall not: (a) other than as permitted by law, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Software in order to build a product or service which competes with the Software; or (c) use the Software to provide services to third parties; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Deliverables available to any third party except the Authorised Users without our prior written consent; or (e) attempt to obtain, or assist, third parties in obtaining, access to the Software, other than as provided under this clause 8; or (f) interfere with or disrupt the integrity or performance of the Software or the third party data contained therein; or (g) attempt to gain unauthorised access to the Software or its related systems or networks, or the Servers within which the Customer's data may be stored.
- 8.5** The Customer shall use their best endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify us.
- 8.6** The rights procured under this clause 8 shall be granted to the Customer only, and shall not be considered granted to any of your subsidiary or holding companies.

9. PROTECTION PLAN

- 9.1 Should the Customer order a protection plan, then a booklet noting the terms of such shall be provided to the Customer as part of the ordering process ("Protection Plan"). A summary of the Protection Plan coverage will also be available upon request.
- 9.2 The Customer must comply with all of the terms set out within the Protection Plan, for which the Customer's obligations and indemnity set out within clause 4 shall apply.

10. DATA PROTECTION

- 10.1 The Customer agrees that We may provide their personal data to the Network Provider and that We and the Network Provider, or their mobile network operator, can process the Customer's information and user's personal data, which We collect or which the Customer submits to us during any sales or registration process, for a number of legitimate purposes, including to open and manage and account for Services, to supply Goods and Services ordered, 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 Policy (available on Our website and via the Customer's Portal).