

WorldNet Mobile Terms and Conditions

The Terms and Conditions below are between WorldNet Global Communications Ltd, who will now be referred to as WGC and you, who will now be referred to as the "Customer".

1. Contract Structure

1.1 This version of WorldNet Global Communications Ltd's (WGC's) Terms and Conditions replaces any previous version used before 01/10/2018.

1.2 Each Contract between WorldNet Global Communications Ltd and the Customer will incorporate these General Terms (the "Contract"). Unless specifically stated otherwise, the Service Period shall be 24 months (the "Minimum Period") and the relevant term per connection for each connection shall be 24 months.

1.3 This Contract comprises of the following which apply in order of importance in the event of any disagreement.

- a) The Service Contract including these terms
- b) Any amendments made and agreed between WGC and the Customer
- c) The Pricing and Tariff of the plan

1.4 This Agreement relates to the provision of Services and Equipment (if required by the Customer) by WorldNet Global Communications. If the Customer chooses to supply their own equipment, it is the Customer's responsibility to source and support the appropriate equipment in order to use the Service.

2. Definitions

- Agreement – This document which is a negotiated and legally binding arrangement between Parties as to a course of action.
- Accidental Roaming - Using mobile services near national borders, devices can pick up a network across the border, this will result in you being charged for roaming on an international network.
- Additional Services. – An additional service which is taken out by the customer on or after the date of the original order/contract and whilst the service continues to be provided by WGC during contract term.
- Amendment Notice – A document setting out a change to the Contract that is issued to the Customer by WGC that does not require the signature from either Party.
- ARPU – Average Revenue Per Customer. This is an expression to describe the income generated by a Customer and/or User per unit time.
- AIT - Artificially Inflated Traffic. A flow or volume of traffic via any Service which either WGC or the Network believes is
 - i) disproportionate to the flow or volume of traffic which either WGC or the Network expects from good faith commercial practice and usage of the Service;
 - ii) disproportionate to the Customer's previous traffic profiles (in any given month) with WGC;
 - iii) uses automated means to make calls (unless with expressly approved by WGC and the Network in writing);
 - iv) may result in the Customer exceeding the credit or spend limit which WGC places on the Customer's account from time to time.
- Business Day – a day other than Saturday, Sunday, or public holiday when Banks in London are open.

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- Buyout – The charges from WGC to the customer in order to pay off the remainder of their contract including equipment in one amount as calculated by WGC in Clause 11.2
- Charges – Access fees, connection fees, call fees, airtime fees, and all other fees payable by the Customer for use of the Service and/or Equipment, where applicable.
- Codes of Practice - All guidelines governing use or provision of mobile telecommunications and data services.
- Commencement date – The date of the order or the commencement of the provision of service or supply of equipment.
- Conditions – These terms and conditions may be amended from time to time in accordance with clause 14.
- Contract – The contract between WGC and the customer for the supply of services and / or the sale of equipment in accordance with these conditions, constituting an order and these conditions.
- Customer – The person or business who purchases the service(s) and /or equipment from WGC as set out in the order.
- Dispute – A situation that arises between WGC and the Customer over either:
 - i) the terms of the Contract
 - ii) the charges raised on an invoice.
- Due Date – The date on which the payment of an invoice falls.
- Equipment – The Hardware and / or Software supplied by WGC to the Customer set out in the Contract or any other additional equipment supplied following the commencement date as a separate order placed to access the Services as agreed between WGC and the Customer.
- Force Majeure – Any cause beyond a Party's reasonable control including but not limited to, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.
- GDPR – General Data Protection Regulation. This regulation, which replaced the Data Protection Directive in Spring 2018, is the primary law regulating how companies protect the Customer's personal data.
- GSM Gateway – Any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
- Minimum period – The term which the Customer commits to receiving agreed Service(s) from WGC as described in the Contract from the agreed commencement date.
- Network – The supplier of the telecommunication services including but not limited to Vodafone Ltd or O2 (Telefonica UK Ltd).

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- OFCOM – The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it.
- Office Hours: WGC working hours: Monday to Thursday 9am to 6pm. Friday is 9am to 5.30pm
- Overseas Networks – Telecommunications systems outside of the UK Mainland used (but not controlled) by the UK Network in providing the Services.
- Party/Parties – The entities who enter into a binding Contract which is usually WGC and the Customer
- PAC Code – Porting Authorisation Code. A unique identifier (usually 3 letters and 6 numbers) used by mobile network operators to facilitate porting. This allows Customers to retain their mobile number when switching Networks and/or Service Providers. The code is usually valid for 30 days.
- Porting – The ability to transfer a mobile number from one service provider/Network to another service provider/Network whilst retaining the mobile number using a PAC Code.
- RRP – Recommended Retail Price.
- Security Codes – The codes either supplied by WGC (for SIM cards) or setup by the Customer (for mobile equipment) relating to Clause 5.16.
- Service (s) – The services provided by WGC to the customer. A voice, text or data service provided in line with the Contract
- Service Period – The minimum term for which a Customer commits to receive a Service as specified in the Contract.
- SIM Card – Subscriber Identity Module Card. An electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.
- The Location (s) at which the services are to be provided or the sale of equipment is to be delivered as set out in the order.
- Term – The term of the contract (including any extension courtesy of additional service being from the commencement date until the minimum term and thereafter continuing on a rolling two-year basis unless and until notice is served in accordance with these conditions).
- Title – The Party who has ownership of Equipment being used by a Customer as set out in Clause 5.6.
- User – A person using the Service who is has a contract with the Customer to use the Service and Equipment, where applicable.
- WorldNet (WGC) – WorldNet Global Communications Ltd is a private company limited by shares and registered in England and Wales with company number 03735558

3. Contract and Duration

3.1 This Contract between WorldNet Global Communications Ltd (WGC) and the Customer will commence on the date the Order is finalised and shall, subject to early termination in accordance with Clause 10, continue for the minimum term and thereafter shall continue on a rolling 12 month basis subject to Clause 3.3. The Contract can be completed either physically or electronically by an authorised signatory of the company. This can either be a director or an appointed person from the director.

3.2 The Contract shall continue for the Minimum Period and thereafter shall continue on a rolling 12-month basis (subject to clause 3.3) unless the Customer renews the Contract or requests the service is terminated in accordance with the Contract.

3.3 If the Customer has 10 employees or less, the Contract will not be placed onto a rolling 12-month plan following the Minimum Period. Instead the Customer will be placed on a 30-day rolling plan until the Customer either renews the Contract or requests the service is terminated in accordance with the Contract.

3.4 The Customer agrees that the Service(s) and/or Equipment being provided in the Contract is for the use by the User(s) authorised by the Customer. WGC cannot allow the Customer nor their User(s) to resell or distribute the Services and Equipment.

3.5 Porting

3.5.1 If the Customer wishes to retain their existing mobile number for the Contract (Porting), the Customer must:

- Notify their existing service provider that they wish to port their number away and receive a valid PAC code. WGC will not be responsible for any costs the existing service provider may raise to the customer when issuing the PAC code.
- Ensure that their existing provider does not cancel the service whilst the porting process is being completed.
- Ensure both the Contract and Porting Authorisation forms are completed in order for WGC to process the port.

3.5.2 WGC can only process ports for the next business day if all the details and forms are received by 2pm the business day before the port.

3.5.3 On the business day of the switchover, the Customer or Customer's User's number must be in the UK. The number will generally but not limited to lose signal between 10am and 4pm. After 4pm but not limited to the new service should be active.

3.5.4 The commencement date is classed as the date the Service is live.

3.5.5 Ports can only be cancelled if WGC is notified 48hours before the agreed port date. If a port is requested for the next working day, WGC will not be able to cancel the port.

3.5.6 WGC holds no liability caused by not porting the number on time nor any delays that may occur whilst processing the port.

4. Services and Coverage

4.1 WGC shall always use reasonable endeavours to provide the Customer with the Service(s) and to ensure the security of the Customer's communications. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.

4.2 WGC may suspend the Services:

- 4.2.1 in order to carry out maintenance or testing of the Network.
- 4.2.2 during any technical failure of the Network.
- 4.2.3 when it is necessary to safeguard the security and integrity of the Network.
- 4.2.4 to reduce the incidence of fraud.
- 4.2.5 when it identifies Artificially Inflated Traffic.
- 4.2.6 in the case of Emergency Planning Measures

WGC will endeavour to keep all such suspensions to a minimum and shall give the Customer notice of any such suspensions where reasonably practicable.

4.3 WGC shall use reasonable endeavours to give the Customer access to Overseas Networks. However, WGC shall not be responsible for the performance of the Overseas Networks. Overseas Networks may be limited in quality and coverage, whilst access to service depends on the arrangements between the Network and Overseas operators.

4.4 WGC reserve the right to vary, replace, improve or withdraw the Customer and/or the Customer's mobile service(s) and/or data plan during the minimum term to the nearest equivalent unless the Customer notifies WGC within 31 days of the notification from WGC. The price will remain the same until the end of the minimum term except in the case of an increase to the standard price plans.

5. Equipment

5.1 Any Equipment provided under the Contract or subsequent additional order shall be beforehand either on an agreed quote or on the signed Contract.

5.2 In some circumstances the Customer acknowledges that all or part of the Equipment may be provided under a leasing contract.

5.3 The supply of any Equipment supplied by WGC, including SIM Cards, is subject to availability. WGC will endeavour to supply any agreed equipment as close as possible to when it is required by the Customer, but this cannot always be met. WGC shall not be liable for any delay in the delivery of the agreed Equipment that is caused by our suppliers, Force Majeure Events or incorrect details from the Customer.

5.4 The delivery of the Equipment will be set out between WGC and the Customer where both parties will agree on both date and location of deliveries (subject to 5.3).

5.5 The Customer acknowledges that WGC is not the manufacturer of the Equipment, so all manufacturer warranties shall be passed to the Customer once the Equipment is received. Once the Equipment has been passed to the Customer, the Customer acknowledges that any attempt to repair the Equipment may invalidate the warranty from the manufacturer and any charges for repair will be the responsibility of the Customer and not WGC.

5.6 The Title of the Equipment will not be passed to the Customer unless any of the following conditions have been met:

5.6.1 The current minimum period of the Contract has been fulfilled.

5.6.2 The Contract has been terminated and all agreed Buyouts and fees have been paid to WGC.

5.6.3 The Equipment has been purchased outright.

5.7 During the period where the Title of the Equipment is with WGC (the Minimum Period of the Contract), the Customer is prohibited to sell, lease or charge for the Equipment and WGC reserve the right to charge the Customer the full purchase value.

5.8 If the Customer has entered into a Leasing Contract, the title of the Equipment shall be set in accordance to the terms and conditions of the Leasing Company and not WGC.

5.9 WGC will not be held responsible for any loss or theft of any Equipment during any period of the Contract. The Customer acknowledges that they are responsible for this matter and will not affect the term of the Contract.

5.10 Neither the Customer nor the Customer's User(s) are permitted to connect to any GSM Gateway(s) to the Network without prior written consent from the Network and WGC. Any Customer who is permitted to use GSM Gateways must always cooperate with WGC and the Network and must remain compliant with applicable law with the Networks' GSM Gateway Commercial Policy.

5.11 SIM cards issued by WGC shall remain the property of WGC up until the Service is terminated by the Customer, subject to Clause 10.1. The Customer shall be entitled to use the SIM card(s) (including any Software they contain) provided for use with the Services Only. WGC shall bear the risk of loss or damage to the SIM cards until the point of delivery to the Customer. The Customer shall bear the risk of loss or damage to SIM cards from the time of delivery to the Customer. Following any notification by the Customer that SIM cards have not been received or have been lost or stolen in transit will be replaced free of charge.

5.12 The Customer shall use all reasonable endeavours to ensure that SIM Cards are only used with the Customer's authorisation and shall inform WGC as soon as it is reasonably practicable after the customer becomes aware that a SIM card is lost, stolen or damaged.

5.13 The Customer shall be liable for any loss or damage suffered by the Customer or its User(s) because of unauthorized use of SIM cards, including due to loss or theft, up to the time the Customer has notified WGC that such SIM card is being used without Customer's authorization.

5.14 The Customer shall not remove or obscure any logo or writing on Equipment that WGC has supplied to the customer and which the Customer does not own.

5.15 Any SIM cards that WGC has supplied to the Customer in which the Customer does not own shall not be sold nor place a charge on it.

5.16 Any security codes provided with Equipment supplied by WGC to the Customer must be kept confidential. If a Customer suspects that security codes have been disclosed to a third party they must inform WGC in order to issue new security codes where applicable.

6. Returns

6.1 Any Equipment that needs to be returned must request authorisation from the management of WGC beforehand. This can be requested by either telephone, email or letter and must be within 14 days of the date of issue. If the return request is authorised, the Equipment must be returned to WGC within 7 days of the authorisation date in accordance to clause 6.3. else the return will be rejected.

6.2 All reasons for return must be stated when requesting a return authorisation. The Customer has no right to return hardware which has been provided in accordance to the Contract.

6.3 Any Equipment to be returned must be in its original sealed packaging and in a re-saleable condition (unless the device has been deemed defective as indicated in accordance to clause 6.1). Return confirmation details must be enclosed with the Equipment. If any item of Equipment is found to not meet the requirements then, at WGC's discretion, the item may be returned to the Customer or a restocking fee, which is 20% of the retail value, will be charged to the Customer. Any damage caused to the Equipment whilst with the customer will also be charged.

6.4 If, when checked by WGC or the manufacturer, any Equipment returned as defective is found not to be at fault, WGC reserve the right to return the Equipment to the Customer and charge a minimum of 20% of the value of the Equipment. If any Equipment was supplied as a replacement based on the Contract will be invoiced to the Customer.

6.5 It is the Customer's responsibility for returning Equipment, subject to clause 6.1, to WGC. The Customer will be responsible if any Equipment is lost in transit and will be charged accordingly.

6.6 If the Customer requests WGC to collect the Equipment, in accordance to clause 6.1, the Customer will be charged for the collection.

7. Obligations of the Customer

7.1 The Customer must ensure all the details of the Contract are accurate and completed correctly.

7.2 The Customer must notify WGC of any change of address. This includes billing address, registered address or trading address

7.3 The Customer may supply the Services and Equipment to their User(s), but not to any other party. The Customer is responsible for ensuring the compliance of End Users with the terms of this Contract, all applicable laws and Codes of Practice.

7.4 The Customer shall only use the Services authorised for use on the Network.

7.5 The Customer shall not:

7.5.1 use any Services for any purposes that WGC believes is abusive, a nuisance, illegal or fraudulent.

7.5.2 do anything that may impair or cause damage to the Network.

7.5.3 modify the Service(s) that the Network have supplied for the Customer unless permission has been agreed beforehand with WGC and the Network.

7.6 If the Customer or any of the Customer's Users are in breach of 7.5, WGC shall be entitled to suspend the Customer's and/or the User's use of Service. However, WGC will notify the Customer of its intention to do so where this is reasonably practicable. This will allow the Customer an opportunity to remedy the breach; else the suspension will take effect. The right of suspension shall only apply during the period of the breach and the Customer may be subject to charges for removing the suspension.

7.7 During any period of suspension, the Customer shall continue to pay all Charges due under the Contract in respect of the suspended Service(s).

7.8 WGC accepts no responsibility for the Customer and/or Customer's User(s) accessing services which give unauthorised parties access to its Equipment.

7.9 The Customer takes full responsibility if the Customer and/or its user(s) use mobile devices near national borders and incur charges from international networks across the border.

8. Charges and Payments

8.1 The Customer is responsible for paying all the charges raised from the Services and Equipment. The charges must be settled in full unless a payment plan has been agreed with WGC beforehand. The charges must be paid by the final date by which the payment is due in accordance with this Contract (the Due Date). The Customer is also responsible for charges raised by any of their Users and so must inform their Users to stop using any Services which may incur charges.

8.2 WGC will invoice the customer every month. The invoice will consist of:

- i) Service charges (i.e rentals) in advance.
- ii) Usage charges (i.e phone calls and mobile data) in arrears.
- iii) Any Equipment charges supplied and not invoiced previously.
- iv) Any Roaming charges which have not been invoiced previously.

8.3 If the Customer reasonably and in good faith disputes an invoice, or part of it, issued by WGC, the Customer shall notify WGC of such dispute within 14 days of receipt of the invoice, providing details of why the invoiced amount is incorrect. All charges not in dispute shall be paid by the Due Date. On investigation, any amount found to be invoiced incorrectly will be settled by applying the calculated credit on the Customer's account usually within but not limited to 14 days of the case being raised.

8.4 Where WGC has not received payment for undisputed charges by the Due Date, WGC will

- i) Contact the Customer directly or the Customer's Accounts payable department to request payment.
- ii) Be entitled to charge interest on the overdue charges at the highest rate permitted by applicable law and be entitled to charge any administration fees of other similar charges levied by a bank in respect of any unpaid items returned by the bank.

8.5 Where WGC has not received payment within 16 calendar dates of the Due Date, WGC may take all or any of the following actions until payment, including any interest due, has been received:

- i) Withhold any sums owing to the Customer by WGC under this Contract and offset it against any sums the Customer owed to WGC under this Contract.
- ii) Suspend the Customer and/or Customer's Users use of the Service(s) in relation to which charges are outstanding in accordance to Clause 9.3
- iii) Withdraw any discounts in relation to the relevant Service.

8.6 Where WGC have invoked at least one of the remedies from Clause 8.5 (i to iii) WGC shall be entitled to terminate this Contract in whole or in part in accordance with Clause 10.3

8.7 The Customer shall not be entitled to offset any sums owed to it by WGC under any Contract or dispute between the parties against any sums that the Customer owes to WGC under this Contract unless authorised by WGC.

8.8 WGC may credit assess the Customer from time to time as reasonably required to assess risk. Each credit assessment shall entitle the Customer to have a credit limit on their account with WGC.

8.9 The Customer is not entitled to change its tariff to another tariff with a lower monthly fixed charged during the Minimum Period, unless authorisation has been given by WGC.

8.10 If the Customer does upgrade or change its tariff before the end of the initial Minimum Period (the "Initial Period"), the Customer acknowledges and agrees that it must extend the Contract by a further Minimum Period (the "Extension Period"). If the Initial Period has not expired at the date of upgrade or tariff change, the relevant Extension Period to the Initial Period shall be extended by the number of months by which the Initial Period had not been achieved. For example, if at month 21 of a 24-month Initial Period the Customer wishes to be extended by a further 12 month period, the Extension Period will be increased by 3 months to 15 months.

9. Suspension

9.1 WGC may, without liability to the Customer, be required suspend the Customer and/or the Customer's Users Services (part or all) in circumstances stated in Clause 4.2. WGC will aim to keep these suspensions to a minimum.

9.2 WGC will suspend services of the Customer and/or the Customer's Users in circumstances stated in Clause 7.5 and 7.6.

9.3 WGC will suspend (part or all) Services of the Customer and/or the Customer's Users has with WGC where payment has not been received for any charges from:

- i) invoices that are overdue and have gone through the collection process of WGC described in Clause 8.4
- ii) any part payment from either:
 - a) exceeding a credit limit; or
 - b) a large invoice(s) which WGC agree can be paid in arranged instalments.

9.4 The Customer acknowledges that they are liable for all charges during any period of a suspension. Any administration fees that arise from applying and lifting a suspension will also be passed to the Customer. WGC will reconnect Services for the Customer and/or Customer's Users once the cause of the suspension has been rectified to WGC's satisfaction.

10. Termination

10.1 The Customer shall have the right to terminate this Contract in whole or in part by giving WGC one month's written notice of termination, subject to the payment of any early termination charges as set out in Clause 11.

10.2 The Parties shall each have the right to terminate this Contract with immediate effect (by serving written notice of termination to the other Party):

- 10.2.1 if the other Party becomes subject to an Insolvency Event; or
- 10.2.2 if the other Party is in material breach of any of its obligations under this Contract (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is received from the non-infringing Party).

10.3 Subject to Clause 8.6, WGC may terminate this Contract in whole or in part with immediate effect, by giving notice in writing where the Customer has failed to pay any Charges due within 30 calendar days of the Due Date and has gone through the collection process of WGC described in Clause 8.4.

10.4 The Parties shall acknowledge, as soon as reasonably possible, the receipt of any notice of termination of this Contract (in whole or in part) received from the other Party.

11. Consequences of Termination

11.1 On termination of the Contract, the Customer shall immediately pay WGC all charges, including any unpaid invoices and in respect to Services and Equipment supplied and charges that have not been invoiced, WGC will submit an invoice which must be paid by the Customer immediately on receipt.

11.2 Charges for cancellation will be raised for the Customer, by WGC, if the Contract is terminated before the expiry of the Minimum Period. This amount is calculated as either

- i) the ARPU for X number of months remaining of each term per connection that has been terminated; or
- ii) An agreed figure between the Customer and WGC taking into consideration the costs of Services and any Equipment; whichever is higher.

The Customer will be invoiced by WGC and must be paid on receipt.

11.3 Where the Contract is terminated due to a Customer porting to another network or where the Customer migrates the mobile phone number(s) to another service provider, WGC will charge a £35 administration fee in respect of each number that is moving away from WGC in addition to any termination charges payable in accordance with clause 11.2. WGC shall allow the transfer of the Customer's number(s) to Customer's nominated network operator for the Customer's use according to Applicable Law and regulation.

11.4 All Equipment in which title has not passed to the Customer must be returned to WGC in full working order. If the Equipment is not returned or returned not in full working order, the Customer must pay the RRP for such equipment.

12 Liability

12.1 Nothing in this Contract shall operate to restrict either Party's liability to the other from:

- i) death or personal injury resulting from negligent acts or omissions;
- ii) claims for non-payment;
- iii) breaches of any Software license;
- iv) breach of any obligation of confidence;
- v) any infringement of Network's Intellectual Property Rights

12.2 Except for Clause 12.1 and to the extent not prohibited by law:

12.2.1 each Party's maximum aggregate liability for all claims relating to Equipment or a Service provided pursuant to this Contract, whether for breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, will be limited to 100% of the value of the charges paid or payable under the relevant Contract during the previous period under which the Equipment or Service(s) that is the subject matter of the claim is supplied; and

12.2.2 neither Party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Contract, nor any direct or indirect loss of business, revenue, profits, goodwill, use, data or other economic advantage, however they arise, or any other assumed liability, whether in breach of contract (including repudiatory breach), breach of warrant or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages. WGC shall not be liable to the Customer if it is unable to provide any of the Service(s) contemplated by this Contract due to circumstances outside its reasonable control.

12.3 Except for the payment obligations of the Customer, neither Party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a cause relied on by a Party hereunder ceases to exist, the Party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. If Force Majeure persists for a period of more than 60 calendar days, the other Party will be entitled to terminate this Contract on written notice.

12.4 The warranties specified in this Contract are the only warranties provided with:

- i) respect to Service(s) provided to the Customer by the Network; and with
- ii) respect to Equipment provided to the Customer by the manufacturer.

To the extent permissible at law, all other warranties (whether express or implied and including any implied warranties of fitness for a purpose or merchantability) are excluded provided where legislation implies warranties or conditions or imposes obligations (statutory provisions) which cannot

be excluded, restricted or modified except to a limited extent, this Contract must be read subject to those implied statutory provisions.

13 Intellectual Property

13.1 The Intellectual Property Rights that belong to the Network (and the Network's Licensors) include the Services, Network Software and SIMs (Equipment). The Intellectual Property Rights that belong to the Manufacturer include Phone Software and mobile hardware, including phones and accessories. By supplying the Customer with these products, the Intellectual Property Rights are not being passed from the Network or manufacturer to the Customer.

13.2 All Intellectual Property Rights always remain under the ownership of the Network or manufacturer, where applicable.

13.3 The Customer must not do anything to jeopardise the Intellectual Property Rights of the Network, the Network's Licensors and the manufacturer.

14. Changing the terms of this Contract

14.1 WGC shall be entitled to change the terms of this Contract by issuing an Amendment Notice, without Customer's consent, to the extent that such changes are required by or are necessary (in WGC's opinion acting reasonably) to comply with applicable law. Where practicable, WGC shall provide the Customer with an advance notice of such changes. If an advance notice cannot be provided, WGC shall advise the Customer of the change as soon as practicable after it has been made. WGC shall not be liable to the Customer for any claims by the Customer as a consequence of such changes.

14.2 WGC may change the terms of this Contract without the Customer's consent where to the extent that such changes are required due to alterations to the Network; the manner in which the Network operates; the way in which the Network provides Services (including where, in WGC's reasonable opinion, it is no longer commercially viable to provide a particular Service), provided that such changes affect at least 90% of WGC's relevant customer base. In these circumstances, WGC shall advise the Customer of the change via an Amendment Notice at least 30 days in advance of taking effect. If the Customer is materially disadvantaged and objects to such change, the Customer may terminate the Contract under which the affected Service is provided by giving 30 days written notice. Any Equipment supplied by WGC, whose title still remains with WGC, will be invoiced to the Customer which must be paid on receipt, after which the title will be passed to the Customer.

14.3 The right to terminate ends 30 days after the date that the change became effective. WGC shall not be liable to the Customer for any claims by the Customer as a consequence of such changes.

15. Transferring the Contract to Others

15.1 The Network shall be entitled to transfer, in whole or in part, any of its rights and obligations to any company within the Network's Group at anytime. The Network may use subcontractors (including without limitation, WGC) to perform many of its obligations under this Contract but remains responsible for their performance. Without prejudice to the immediately preceding sentence the Network may transfer in whole or in part any of its rights and obligations under this Contract to any other third party provided that it has obtained the prior written consent of the Customer which shall not be unreasonably withheld nor delayed.

15.2 The Customer may transfer in whole or in part any of its rights and obligations under this Contract to another person or company, provided that it has obtained WGC's prior written consent to search transfer and has satisfied any reasonable conditions imposed by WGC (including credit checks, identity checks of the entity to whom Customer intends to transfer it right and obligations under this Contract).

15.3 Save as set out in clause 15.4, and unless expressly provided in this Contract, no term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

15.4 Each of the obligations owed to WGC pursuant to this Contract and each of the rights granted to WGC are intended to be for the benefit of and to be exercised and enforced by WGC pursuant to the Contracts (Rights of Third Parties) Act 1999.

16 Confidentiality

16.1 This Contract and any information about Service(s) that is not publicly available, is confidential, and may be disclosed by the Customer to the Customer's employees only, strictly on a need-to-know basis, unless otherwise agreed in writing with WGC.

16.2 WGC shall be entitled to keep records of Customer Information, which WGC shall use to perform obligations under this Contract, and for related purposes.

16.3 WGC shall be entitled to disclose Customer Information as required by any legal, regulatory or financial agency or by a court order, to any company within the Network (some of whom may be outside of the EU), credit reference, fraud prevention, and debt collection agencies for the purpose of providing the service(s) and running the customer account.

16.4 WGC shall not disclose any Customer information to any Customer's Users, unless otherwise agreed in writing with WGC.

17. Call Limits And Spend Caps

17.1 WGC may set up a spend limit on the amount of charges the Customer or the Customer's Users incur during each calendar month and/or bar on the SIM Card the use of overseas Networks, international calls or premium rate calls. This limit will be based on reasonable practices. The Customer may set up a spend cap. Spend caps are not available on tariffs with shared minutes and/or shared data tariffs.

Once the spend cap is reached any additional chargeable usage will be barred. The spend cap includes any chargeable usage outside of your monthly allowance or outside of any bolt on optional extras or additional service. The following charges do not count towards your spend cap, Recurring charges towards your airtime plan, Device plan, Insurance Any optional bolt on charges, optional additional services, Charitable donations made from your phone, Charges from buying digital contents and apps from your phone, Charges relating to management of your account such as but not limited to paper bills, Itemised paper bills, late payment fees,

The WGC spend limit will be at least £100 but may vary from time to time, WGC may set the value of limits you can choose for the customer spend cap however the customer spend cap cannot be set at a level which means the total of all customer spend caps on your sim cards is higher than the WGC spend limit unless WGC agree otherwise. The Customer can set, amend or remove a customer spend cap at any time by contacting WGC.

WGC will set limits on the amount of unbilled charges that may be outstanding on the Customers mobile account at any time if required by law or regulatory body.

The Customer remains liable for all charges incurred on your account even if they exceed the WGC spend limit, customer spend cap or any other limit that we set.

17.2 WGC reserve the right to refuse to provide Service(s) to the Customer if in WGCs opinion it may cause the Customer and/or their user(s) to exceed their call limit or if the limit is already exceeded.

WGC may change your payment terms as a result of you exceeding your WGC spend limit, Customer spend cap or other limit.

18. Dispute Resolution

18.1 If either WGC or the Customer wish to raise a Dispute, this must be raised to the other party siting the reason(s) for the Dispute raised and providing any supporting evidence that is relied on.

18.2 If either WGC or the Customer cannot resolve the issue, the Parties shall use the escalation process to its fullest. If the Dispute is not resolved within one calendar month, both parties may agree to taking the matter for adjudication under the Ombudsman Services dispute resolution scheme. The Complaint Code is available from WGC's website.

18.3 This Contract does not prevent either Party from going to court at any time to obtain a legal remedy.

18.4 If any invoice is overdue from WGC to the Customer, it may be passed to a third-party debt collection agency and the Customer will be liable to pay the third party's fees as well as any WGC legal costs.

19. General

19.1 If the Customer supplies WGC with personal data, the Customer shall ensure that it is accurate and up to date when disclosed. The Customer shall also ensure that the Customer has obtained from the individuals concerned all necessary consents under the GDPR Legislation to both the supply of the data to WGC, and the processing of it by WGC, for the purposes of performance of this Contract and supply of the Equipment and/or Services. Customer shall also ensure that any individual to whom personal data relates has given consent for WGC to pass such data back to the Customer.

19.2 Each Party shall comply with its obligations under the GDPR Legislation. The Customer acknowledges that WGC retains the role of Data Controller as defined in the GDPR except in the limited circumstances where WGC processes any personal data for and on behalf of the Customer.

19.3 WGC reserves the right to sub-contract any of our obligations under this Contract provided that WGC remains liable to the Customer in regard to this Contract for such performance. Where the Contract requires the Customer to provide data, assistance or provides access to WGC or requires the Customer to comply with our instructions. The Customer will be required to co-operate with our subcontractors.

19.4 Neither Party shall lose any right under this Contract if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do.

19.5 Termination of this Contract or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the Contract and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

19.6 This Contract is governed by English Law and is subject to the non-exclusive jurisdiction of the English Courts.

19.7 Only provisions set out in this Contract shall apply to WGC's supply of Service(s) to the Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into this Contract neither Party has relied upon any statement or warranty made, or agreed to, by any person except those expressly set out within this Contract. However, this shall not be taken to exclude either Party's liability for fraud.

19.8 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages for breach of this Contract, unless such misrepresentation or untrue statement was made fraudulently, or a provision of the Contract was induced by fraud, in which case all remedies under English Law shall be available.

19.9 All headings in this Contract are there for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.

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19.10 Any changes made to the Customer's systems or processes that may affect the Services (including any change to computer server software) are at Customer's sole risk. WGC shall not be liable to continue to support the Services to the extent that they are affected by such change.

19.11 Every provision in this Contract is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the English Courts, that provision or the relevant part of it shall be treated as having been deleted from this Contract, without affecting the remainder of that provision or the other provisions of this Contract, which shall still have full effect.

19.12 Where WGC supplies Equipment and/or Service(s) to Customer that is not expressly covered by the original order, such supply shall be deemed to be governed by the terms and conditions of this Contract.

19.13 All information that the Parties provide to each other in relation to this Contract must be accurate and complete and the Customer shall promptly inform WGC in writing of all changes to information that the Customer has provided to WGC, in particular, if Customer intends to stop, stops or has stopped trading, if the Customer intends to sell its business, if the Customer changes name or if the legal status of the Customer's business changes.