

onecom

Mobile (Network Billed) Service Terms

1 General

These Mobile (Network Billed) Service Terms should be read in conjunction with all other additional terms of the Contract.

2 Interpretation

2.1 Terms defined elsewhere in the Contract shall have the same meaning in these in these Mobile (Network Billed) Service Terms. The following definitions shall also apply.

Additional Connection	has the meaning given in clause 5
Connection	an end user/device connection to the relevant MNO's network such that the end user/device is capable of accessing and utilising the MNO Services
Connection Date	in respect of a Connection, the date upon which it is connected to and live on or upgraded on (as the case may be) the MNO's network
Contributing Charges	the total MNO Charges paid or payable by the Customer, excluding (without limitation) the following expenditure: (i) insurance; (ii) administration services/charges; (iii) sums charged via carrier billing (including (without limitation) Just Giving and other charity texts); (iv) any interest, penalty, fee or other sum charged as a result of the Customer's default under the MNO Agreement; and (v) any payment made to the MNO which is not a payment pursuant to the MNO Agreement
Initial Base	the aggregate number of Connections (on the applicable tariff(s)) as set out in an Order Form
Initial Base Connection	each Connection within the Initial Base
Longstop Date	the date falling two months from (and including) the Service Commencement Date
Minimum Term	the Minimum Term as set out in the Order Form, except as may be otherwise specified under clause 3.2
MNO	the third-party mobile network operator specified in an Order Form that provides the MNO Services and, where there is more than one such MNO, references to MNO shall be construed as references to the relevant MNO
MNO Agreement	the agreement between the Customer and the MNO for provision of MNO Services, which shall either be: <ul style="list-style-type: none">(i) as sent to the Customer directly by the MNO; or(ii) as appended to the Order Form.
MNO Charges	the MNO's charges for the MNO Services
MNO Services	the mobile network services described in an Order Form and/or MNO Agreement and provided by the MNO pursuant to the MNO Agreement
MNO Target Spend	as detailed in the MNO Agreement, where applicable
Mobile Support Services	the mobile phone account management services provided by Onecom, which are ancillary to the MNO Services

Service Commencement Date as defined in the MNO Agreement. Where there is more than one MNO, there may be separate Service Commencement Dates in respect of the Mobile Support Services provided by Onecom in connection with the applicable MNO Services

2.2 The rules of interpretation set out in the General Terms apply to these Mobile (Network Billed) Service Terms.

3 Minimum Term

3.1 The Minimum Term for each Initial Base Connection begins on the Service Commencement Date.

3.2 The term for each Additional Connection begins on its Connection Date and:

3.2.1 runs for the Minimum Term, unless clause 3.2.2 applies;

3.2.2 if the Order Form or MNO Agreement specifies that Additional Connections are co-terminous with the Initial Base, ends on the last day of the Minimum Term of the Initial Base.

3.3 In the event the Initial Base is not connected by the Longstop Date, Onecom shall immediately connect all remaining Initial Base Connections as new Connections.

4 MNO Services

4.1 By entering into the Contract, the Customer confirms that it understands that in order to receive the Mobile Support Services it must also enter into the MNO Agreement.

4.2 The MNO Services, and the charges/fees payable for them, are detailed in the MNO Agreement.

4.3 The Customer agrees to comply with the terms of the MNO Agreement and acknowledges and agrees that:

4.3.1 Onecom facilitates the entry into the MNO Agreement between the Customer and the MNO, but is not a party to it and has no liability to the Customer in relation to it or any breach of it by the MNO;

4.3.2 the MNO Services shall be supplied by the MNO in accordance with the terms of the MNO Agreement;

4.3.3 the MNO Services shall be provided on business tariffs only;

4.3.4 the Customer's obligations to the MNO (including in relation to payment of MNO Charges) are separate to the Customer's obligations to Onecom under the Contract; and

4.3.5 the Mobile Support Services are separate from, and ancillary to, the MNO Services.

4.4 In the event the MNO Agreement is terminated before expiry of the Minimum Term, the relevant Mobile Support Services shall automatically terminate in accordance with clause 9.

4.5 The Customer shall not vary the terms of the MNO Agreement without Onecom's prior written consent.

4.6 The Customer acknowledges that for the purposes of this Contract the MNO is not a Sub-Processor and the data processing activities of the MNO will be governed by the MNO Agreement.

5 Additional Connections

5.1 Where the Customer requires additional connections or tariff bolt-ons (such as additional data or international minutes) under an existing MNO Agreement (which do not form part of the Initial Base) (**Additional Connections**), and where agreed by Onecom and accepted by the relevant MNO, a written request (including email and purchase order) from the Customer shall:

- 5.1.1 constitute authority for Onecom, as agent for the Customer, to execute such documents and take such other steps as are necessary to give effect to such order with the MNO;
- 5.1.2 incorporate the terms of the applicable MNO Agreement as between the Customer and the MNO in relation to the additional services; and
- 5.1.3 as between the Customer and Onecom, be on and subject to the terms of the Contract.

6 SIMs

- 6.1 Except where eSIMs are used (and unless stated otherwise), Onecom shall supply a SIM card for each Connection.
- 6.2 Title to SIM cards provided to the Customer to enable use of the MNO Services shall not pass to the Customer and is governed by the terms of the MNO Agreement.

7 Suspension

Without prejudice to the provisions set out in the General Terms and without limiting any other right or remedy of Onecom, Onecom may suspend provision of the Services should the Customer fail to make any payment by the relevant due date for payment under the MNO Agreement.

8 Subsidy

Without prejudice to the provisions set out in the Subsidy Terms and without limiting any other right or remedy of Onecom, Onecom may withhold the payment or release of any Subsidy should the Customer fail to make any payment by the relevant due date for payment under the MNO Agreement.

9 Termination

- 9.1 Either party can terminate the Mobile Support Services at any time by giving no less than 30 days' Notice.
- 9.2 Without prejudice to the provisions set out in the General Terms, the Mobile Support Services shall automatically terminate upon termination or expiry of the MNO Agreement. Where there is more than one MNO Agreement, the Contract shall only terminate in respect of the terminated MNO Agreement and shall continue in respect of any continuing MNO Agreement.
- 9.3 For the avoidance of doubt, termination of the Mobile Support Services shall not automatically terminate the MNO Services, which must be terminated in accordance with the MNO Agreement.