

SPECIFIC TERMS AND CONDITIONS (“SPECIFIC CONDITIONS”) - MOBILE SERVICES

1. GENERAL

- 1.1 The Services are provided by Green City Solutions Ltd (Company Number 07311724) (**Supplier**) a company registered in England and Wales. Our registered office is Green City Solutions Ltd, 1 Milnyard Square, Orton Southgate, Peterborough, PE2 6GX.
- 1.2 These Specific Conditions form part of the Contract. All the terms and conditions contained in the General Conditions shall apply to the Services unless there is any inconsistency between any of the provisions of the General Conditions and the provisions of these Specific Conditions, in which case, the conflicting provisions of these Specific Conditions shall prevail.

2. INTERPRETATION

- 2.1 In these Special Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Charges	the charges payable by the Customer for the supply of the Mobile Services in accordance with the provisions of the Contract (including but not limited to the charges described on the relevant Charges Sheet and Tariff Sheet (as defined in the General Conditions).
Contract	has the meaning defined in the General Terms and Conditions.
Customer	means you, the user of the Mobile Services who is not an individual consumer and who is contracting for the purposes of a business and having a legal identity separate from the persons (if any) of which it is composed, including but not limited to, a company, a body corporate, a corporation sole, a charity, a partnership, a government body and a public authority.
Fair Usage Policy	The Supplier’s fair usage policy which can be found at www.greencitysolutions.co.uk/fairusage and is amended from time to time which sets out the parameters of the Customer’s use of Services.
General Conditions	means the general terms and conditions found at www.greencitysolutions.co.uk/termsandconditions
Mobile Services	means the mobile phone services provided by the Supplier to the

3. PROVISION OF THE MOBILE SERVICES

- 3.1 The Mobile Services shall be personal to the Customer and are non-transferable.
- 3.2 Once the Customer is connected, the Supplier will provide access to the Mobile Services. The Supplier will also open an account for the Customer (if not already opened) and provide a subscriber identity module (**SIM**) and a phone number (and the Supplier may at its discretion agree to provide additional SIMs and phone numbers on request by the Customer). The Mobile Services may include premium services, and age restricted services, which are provided on the basis that the Customer shall take full responsibility for the usage of such Mobile Services. The Customer warrants that the users of the Mobile Services will be 18 or over and will not show or send any content from the age restricted services to anyone under 18.

4. AVAILABILITY OF MOBILE SERVICES

- 4.1 The full Mobile Services are not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where access to the Mobile Services is not possible and/or restricted. Not all mobile handsets will be able to receive the Mobile Services. The Supplier only agrees to provide the Mobile Services to mobile handsets of a make and type approved by the Supplier from time to time.
- 4.2 There may be situations when the Mobile Services are not continuously available or the quality is affected and so the Supplier cannot guarantee, represent or warrant continuous fault-free service. For instance:
- 4.2.1 when the Supplier, its Network Provider, or its Mobile Network Operator need to perform planned or unplanned upgrading, maintenance or other work on the Network or Mobile Services;
 - 4.2.2 when the Customer moves outside the Supplier's video service area, including whilst the Customer is on a call (in this case calls may not be maintained);
 - 4.2.3 when the Customer is in areas not covered by the Mobile Network Operator's Network. In these cases Mobile Services rely on other operator networks in respect of which the Supplier has no control or influence; and

- 4.2.4 because of other factors outside the Supplier's control, including but not limited to, the features or functionality of the mobile handset being used, regulatory requirements, lack of capacity, interruptions to mobile services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.
- 4.3 In providing the Mobile Services, the Supplier may:
 - 4.3.1 change or withdraw some, or part, of the Mobile Services from time to time, including but not limited to: changing technologies, obsolescence, new or different product features, changing content providers, or the need to remove, replace or modify Content; and
 - 4.3.2 determine or change how Mobile Services are presented and delivered to the Customer's mobile handset or are otherwise made available to the Customer at any time.
- 4.4 The Supplier reserves the right to place limits on the use of certain Mobile Services, such as messaging services or storage services. For example, the Supplier may limit the size of messages or storage space.

5. THE CUSTOMER'S OBLIGATIONS IN USING THE MOBILE SERVICE

- 5.1 The Customer shall only use the Mobile Services in accordance with this Contract and for its own business use.
- 5.2 The Customer must co-operate with the Supplier and follow all reasonable instructions to ensure the proper use and security of the Mobile Services and the Customer's account.
- 5.3 The Customer's use of the Mobile Services must be in compliance with:
 - 5.3.1 the Fair Usage Policy; and
 - 5.3.2 all relevant legislation, regulations and common law obligations.
- 5.4 If the Customer uses the Mobile Services from a country outside the United Kingdom, the use of the Mobile Services may also be subject to laws and regulations that apply in that other country. The Supplier accepts no liability for the Customer's failure to comply with those laws or regulations and the Customer shall indemnify the Supplier against any loss which it may suffer or incur as a result of the Customer's failure to comply with those laws or regulations.
- 5.5 In using the Mobile Services (including the SIM or phone number), the Customer shall not resell or commercially exploit any of the Mobile Services or Content. The Customer

shall also not allow anyone else to resell or commercially exploit any of the Mobile Services or Content.

- 5.6 In using the Mobile Services, the Customer shall
- 5.6.1 keep all personal identification numbers (**PINs**) and passwords secure and confidential and immediately change any PINs or passwords if it become aware that someone is accessing Mobile Services on the Customer's account without the Customer's or the Supplier's express permission; and
 - 5.6.2 be responsible for the security of its mobile handsets and ensure that they are kept secure (refer to the mobile handset manufacturer's user guide for details of how to keep mobile handsets secure).
- 5.7 The Customer shall not use the Mobile Services, the SIM or phone number or allow anyone else to use the Mobile Services, the SIM or phone number for illegal or improper use. For example (but without limitation):
- 5.7.1 for fraudulent, criminal or other illegal activity;
 - 5.7.2 in any way which breaches another person's rights, including copyright or other intellectual property rights;
 - 5.7.3 to copy, store, modify, publish or distribute services or content (including ringtones), except with the Supplier's express written permission;
 - 5.7.4 to download, send or upload content of an excessive size, quantity or frequency contrary to the Supplier's Fair Usage Policy;
 - 5.7.5 in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Supplier's network, the networks or systems of others or services or the Supplier's ability to provide Mobile Services to other customers;
 - 5.7.6 to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that the Customer uploads;
 - 5.7.7 to use or provide to others any directory or details about customers;
 - 5.7.8 to copy, store, modify, publish or distribute unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; and

- 5.7.9 to copy, store, modify, publish or distribute anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 5.8 The Customer also undertakes and warrants to the Supplier that uploading, sending, transmitting, storing or otherwise using the Customer's content shall not place any person in breach of any criminal and civil obligation.
- 5.9 The Customer shall report lost or, stolen SIMs, or improper or illegal use of SIMs to the Supplier immediately and the Customer will remain liable for all applicable Charges.
- 5.10 The Customer acknowledges that its usage of certain Mobile Services (e.g. roaming calls, data roaming and voice services on mobile broadband) and any additional services may result in unexpected costs and Charges. The Supplier cannot set usage limits for the Mobile Services or Charges and so any charges incurred shall be the sole responsibility of the Customer.
- 5.11 The Customer may not change tariff after providing notice to cancel or move its mobile number to another provider.

6. CONTENT

- 6.1 The Customer may be able to use the Mobile Services to:
- 6.1.1 upload, download, email or transmit content; and
 - 6.1.2 access content which is branded or provided by others and to acquire goods and services from others.
- 6.2 However, where the Supplier provides the Customer with such access, the Supplier's role is limited to transmitting the content and the Supplier does not prepare or exercise control over the content, goods or services. The Supplier, its network provider, or its mobile network operator, are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.
- 6.3 The Customer grants to the Supplier, the network provider and its mobile network operator, a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content that the Customer uploads through the Mobile Services.

7. FAIR USAGE POLICY

- 7.1 The Mobile Services are provided under in accordance with the Supplier's Fair Usage Policy. While the Supplier has no obligation to monitor the messaging services or storage services, if the Customer exceeds any usage limits set out in the Fair Usage Policy, or the Supplier is made aware of any issues with the use of these Mobile Services

(for example, that the Supplier is using Mobile Services in a prohibited way), then the Supplier may remove or refuse to send or store content on the Customer's behalf without further notice.

8. SUSPENSION OF MOBILE SERVICES

8.1 The Supplier may suspend the Mobile Services in full or in part, and for any period of time, and without further notice if:

- 8.1.1 the Customer is in breach of this Contract;
- 8.1.2 the Customer has provided the Supplier with what the Supplier reasonably believes to be false or misleading information;
- 8.1.3 the Customer is in breach of the Fair Usage Policy or use of the Mobile Services is otherwise excessive and/or is causing problems for the Supplier, the network provider, or other users;
- 8.1.4 the Supplier reasonably believes that the Customer has used the Mobile Services, the SIM(s) or a phone number for illegal or improper purposes in contravention to clause 5.7 above;
- 8.1.5 the Supplier reasonably believes that the Customer's Handset or SIM has been lost or stolen;
- 8.1.6 the Supplier receives a serious complaint about the Customer's use of the Mobile Services;
- 8.1.7 the Supplier is required to suspend the Mobile Services by the emergency services or any lawful authority;
- 8.1.8 the Supplier reasonably believes that the Customer's Handset has been unlocked by any unauthorised manner;
- 8.1.9 the Customer has not paid Charges due under this Contract or it has not paid any other charges due in respect of any other service or product provided by the Supplier; and
- 8.1.10 The Customer's SIM has been inactive for a period of 3 months.

8.2 The Supplier may turn off the Customer's messaging services if they are inactive for an extended period of time. The Supplier will provide notification before this happens. If the Supplier does turn off the messaging services the Supplier will have no obligation to maintain any of the content in the Messaging Services, or to forward any unopened or unsent messages to the Customer, or anyone else.

- 8.3 If the Mobile Services are suspended as a result of the Customer breaching the terms of this Contract, the Supplier may re-connect the mobile services at the Customer's request and there will be a re-connection Charge for this.
- 8.4 The Customer acknowledges and confirms that if the Services are terminated or suspended due to a breach of the Contract caused by the Customer that any designated mobile numbers may be lost or re-assigned by a third party network provider to another user. The Supplier shall not be responsible or liable for providing a previous mobile number to the Customer in such circumstances.

9. CUSTOMER INDEMNITY

- 9.1 The Customer will fully indemnify and hold the Supplier harmless against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by the Supplier arising out of or in connection with any actual or potential claims or legal proceedings against the Supplier by a third party because of the Customer's use of the Mobile Services.
- 9.2 Without limitation to clause 9.1, the Customer will indemnify the Supplier against all third party claims for infringement of copyright or other intellectual property rights which may arise in respect of the Customer's content uploaded or transmitted through the Mobile Services.

10. CHARGES

- 10.1 The Customer shall pay the Charges in accordance with the terms of this Contract.
- 10.2 The Charges are set out as specified in the General Conditions.

11. CALL CHARGES

- 11.1 Call Charges will be based upon call and billing data recorded by the Supplier, the network provider, and the mobile network operator.
- 11.2 Unless otherwise stated in the Tariff Guide, calls will be charged and inclusive allowances deducted in one-minute increments (with any part minutes rounded up to the nearest minute) individual charges will then be rounded up to the nearest whole penny. In addition, and notwithstanding the preceding sentence, there is a per call connection charge.
- 11.3 The Customer acknowledges that roaming calls may take longer to be invoiced than other types of calls.

- 11.4 Call types listed as free are limited to 30 minutes per call and thereafter calls will be charged at standard tariff rates. The Customer may disconnect and re-dial before 30 minutes have elapsed. Unless indicated otherwise, such free calls shall only apply to calls made within the Customer's account with the Supplier.
- 11.5 Tariffs with inclusive minutes and texts apply to mobile calls to landline numbers prefixed by 01,02 and 03, and mobile calls to standard mobile numbers prefixed by 07, excluding but not limited to personal or premium rate numbers or any other numbers which cause premium or excessive charges..
- 11.6 Unused minutes or texts on tariffs with an inclusive allowance do not roll-over to the next invoice or inclusive allowance.
- 11.7 If a tariff has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage charges are below the minimum monthly spend. The minimum monthly spend will also be considered a recurring charge (line rental) for the purposes of calculating any Cancellation Charges.

12. SIM CARDS

- 12.1 The Customer acknowledges and confirms that it does not own the SIM. The Customer is being allowed to use the SIM by the Supplier on a limited licence to enable the Customer to access the Mobile Services, always in accordance with the terms of this Contract. The Supplier may recall any SIM at any time, including for upgrades, modifications, misuse or when this Contract terminates. The Customer can only use the SIM to obtain the Mobile Services.
- 12.2 The Customer must ensure that it keeps the SIM safe and secure whilst it is in its possession and must ensure that it is able to return it promptly to the Supplier, if required to do so at any time, as set out in this Contract. There will be a charge for any replacement SIM unless it is defective through faulty design or workmanship.
- 12.3 Each SIM may only be used in mobile handsets which are enabled for the Mobile Services and are authorised by the Supplier for connection to the Supplier's Network. The Customer shall not misuse any SIM. Any attempt to use the SIM in other mobile handsets shall constitute such misuse and may result in serious damage to the mobile handset and may prevent the Supplier from being able to use it, including the making of emergency calls. The Supplier, its network provider, or its mobile network operator, are not responsible for any liability for loss or damage which may be caused by misuse of any SIM and the Customer shall indemnify the Supplier against any loss which it may suffer or incur in this regard.

13. HANDSETS

- 13.1 Save for this clause 13, these Specific Conditions do not cover the supply of any equipment, including any mobile handset. The manufacturers of mobile handsets and the Supplier have no formal connection and are not part of the same organisation. Any terms relating to mobile handsets will be given to the Customer separately. The Customer shall be liable for all costs and charges in respect of the supply of such equipment and the Customer shall indemnify the Supplier against any loss which it may suffer or incur in respect of this equipment.
- 13.2 Mobile handsets which can be used to access the Mobile Services may be locked to a particular network. The software in the mobile handset and all intellectual property rights in that software are owned by the mobile handset manufacturer and the Customer is being allowed to use the software on a limited licence from the mobile handset manufacturer.
- 13.3 During the term of the supply of the Mobile Services, the Customer must not permit its mobile handset(s) to be unlocked via any unauthorised manner (including by anyone other than the Supplier or the mobile handset manufacturer). The Customer must contact the Supplier if it wants a mobile handset to be unlocked from the relevant mobile network operator's network. Where a request is made, the Supplier will use its reasonable endeavours to arrange for the mobile handset to be unlocked in an authorised manner (which may include replacing the mobile handset with an unlocked mobile handset, which is the same or similar specification to the Customer's mobile handset) and the Customer will be required to pay an unlocking administration charge. In addition, the Customer must pay to the Supplier all outstanding Charges. Prior to the Supplier arranging for the Customer's mobile handset to be unlocked, the Customer must ensure that it backs-up or otherwise stores separately any information or other data on the mobile handset, as this may be lost during the mobile handset unlocking process. The Supplier is not responsible for any information or any other data which may be lost during the mobile handset unlocking process. This clause will not apply to the Customer if it has purchased a SIM on a SIM-only basis.
- 13.4 The Supplier may provide mobile handsets under this Contract. Any such mobile handset will be provided on condition of full payment for the mobile handset or the Customer's compliance with a payment plan for the Minimum Period or Subsequent Period (as defined in the General Conditions). Title in the mobile handset shall not pass to the Customer until payment has been made in full to the Supplier.

- 13.5 The Customer shall be liable to the Charges from the Start Date which may be before the Mobile Services are actually commenced or a mobile handset provided to the Customer.
- 13.6 Further terms and conditions may apply to a mobile handset provided under this clause and these will be provided to the Customer with the mobile handset. The Customer's use of the mobile handset shall constitute acceptance of those further terms and conditions. The mobile handset shall be used by the Customer or any other person for the Mobile Services only and any other use will constitute misuse and a breach of this Contract.
- 13.7 The Supplier may, at its discretion, supply to the Customer additional handsets which shall be provided on a loan basis and which shall be charged to the Customer in accordance with the applicable Charges. Such mobile handsets shall remain the property of the Supplier and shall be immediately returned to the Supplier on demand and the Customer agrees to take all reasonable care of such mobile handsets and to maintain them in good condition.