

Terms and Conditions



1 Standard terms and Conditions

DEFINITIONS

'Acceptable use Policy' means CCUK' acceptable use policy (as updated and/or amended from time to time).

'Charges' means any sums payable to CCUK under this Agreement whether for Fixed Line or Mobile Services, as the rates set out or referred to in the Price List.

'Company Communications UK Ltd' (trading as "CCUK").

'Customer Group' means the Customer, any subsidiary of Customer for the time being and/or any holding company or subsidiary of the Customer's holding company for the time being.

'Data Protection Policy' means CCUK data protection policy (as updated and/or amended from time to time)

'Direct Loss' means and loss characterised at law as direct loss and excludes all indirect, special or consequential loss.

'Equipment' means a Mobile Phone, Accessory and/or other provided by CCUK to the Customer under this agreement.

'Fixed Services' means the fixed line telecommunication and associated services provided or to be provided to Customer as detailed in the relevant Order.

'Force Majeure' means any cause not within the reasonable control of a party and which that party cannot reasonably prevent or overcome, as a result of which such party is unable to perform its obligations under this Agreement and shall include, in the case, any delay or failure caused by CCUK' contractors or Network Operator but shall exclude any failure to pay the Charges.

'Gross Recurring Charges' means the standard line rental and other recurring charges; applicable to that tariff as defined in the Mobile Price List, prior to any customer specific discounts being applied.

'International Calls' means calls made, using the Mobile Service, to or from foreign networks.

'Legislation' means any statute, statutory provision or subordinate legislation.

'Liability' means all liability including liability for breach of contract, negligence, breach of statutory duty and/or other tort, and liability in relation to any indemnity and other liability howsoever arising.

'Services Schedule' means (if applicable) the schedule to this Agreement setting out specific terms and conditions in relation to the provision of the Mobile or Fixed Services as relevant.

'Mobile Services' means the mobile telecommunications services provided to the Customer in respect of the connection of a Mobile Phone to the relevant Network and any other services specified as such in an Order.

'Network' means a telecommunications network run by a Network Operator in respect of which CCUK is providing resale services.

'Network Operator' means the organisation running a Fixed Network or Mobile Network (as appropriate), which has been duly authorised to do so.

'Number' means a telephone number used for receiving the Services, whether or not allocated by CCUK.

'Order' means a purchase order (in writing, by email, fax or letter) issued under this Agreement from the Customer's Authorised Representative(s) specifying the name of the company, the address and telephone and fax numbers, invoicing address and contact name, the type of Services and Equipment, the desired start date and such other information as CCUK shall require.

'Price List' means the price list(s) attached to this Agreement containing CCUK' charges for the Services and details of the Stock Saver Programme (if applicable), as amended from time to time.

'Services' means any or all of the Fixed Services, the Mobile Services and any other services provided or to be provided by CCUK to the Customer under this Agreement.

'SIM' means the subscriber identity module, which is a card that contains the information which allows a person to make and receive calls and to use other functions when connected to the Mobile Network and, where applicable, any card provided by CCUK offering similar functionality.

'Stock Saver Programme' means (if applicable) the Schedule to this Agreement setting out specific terms and conditions in relation to a hardware expenditure bonus scheme.

'User' means each user within the Customer Group who is provided or to be provided with Mobile Services under the terms of this Agreement.

'User Details' means in respect of each User, that User's full name, number and any specific billing requirements.

2 DURATION

This Agreement commences when the signing page is executed by the parties and shall continue, for a minimum of thirty six month period with regular tariff reviews from the date of the first accepted Order for Services (the **"Term"**) and shall continue thereafter until terminated by either party on at least three months written notice (such notice to expire no earlier than the end of the Term).

3 REQUEST FOR SERVICES

3.1 Supply of Services: All services are supplied as set out in this Agreement and the relevant services schedule(s)

3.2 Orders: Any request for Services, Equipment or any change to an existing Service (including an upgrade or re-sign) will be made by way of an Order. An order is accepted, it does not form part of this Agreement. CCUK reserves the right to reject any Order submitted by the Customer. No Order submitted CCUK may be cancelled by the Customer except with the agreement in writing of CCUK (which agreement may be given subject to conditions). All Orders will be deemed to be issued under and invoking this Agreement and the current Price List. The Customer is solely responsible for ensuring the accuracy of any Order submitted and CCUK shall not be liable in any way for the consequences of any incorrect information submitted. Customer undertakes to notify CCUK of any inaccuracy it discovers promptly.

3.3 Equipment: All Equipment is supplied by CCUK on an 'as is', and with the benefit of the relevant manufacturer's warranty (if applicable and to the extent freely transferable). Risk shall pass in the Equipment when delivered. Title will pass when CCUK has been paid for the Equipment.

3.4 Time of supply: The desired commencement date for the supply or completion of any Services of the delivery of any Equipment is the date (if any) specified in the appropriate Order. No date specified by CCUK shall be contractually binding on CCUK. The Customer acknowledges that the supply of Equipment is subject to availability.

3.5 Customer's Group: The Customer may make an Order in respect of the Customer Group. The Customer will procure that each such member complies with the terms and conditions of this Agreement as if it were named in this Agreement in place of the Customer and shall enforce the terms of the Agreement against such company if requested by CCUK.

3.6 Resale: The Customer undertakes that it will not offer any of the Services for resale ie: re-supply or otherwise make Services available to any person on an arms-length commercial basis.

4 PRICING

4.1 Equipment: Unless otherwise quoted by CCUK in writing or email (any such quotation being valid for 30 days from the date of issue), the price of any Equipment supplied to the Customer will be the price in CCUK'S current price lists at the date of acceptance of the Order and subject to any Stock Saver Programmed. A quotation will not be an offer capable to acceptance.

- 4.2 Charges:** Save in the case of manifest error, CCUK calculation of charges and rebates (including in respect of the Stock Save Programme) shall be final and reference will not be had to any of the Customer's data records or logs.
- 4.3 Price Changes:** CCUK will use its reasonable endeavours to ensure that the Price List remains competitive and reflects any increase in the amount it is charged by the relevant Network Operator by giving the Customer (if reasonably possible) 30 days written notice. If the total cost to the customer of using the Services is increased as a result of such a notice, the Customer may request (in respect of the Services in respect of which the increase has occurred) that the provision of these Services is moved to another CCUK Price List for that Service (if applicable). This request must be made within 14 days of the Customer being given notice of the change to the Price List. CCUK will make this move if it is practical, and will reduce the Customer's overall charges. CCUK will use its reasonable endeavours to notify the customer of any changes in Premium Rate Calls and International Calls as soon as reasonably possible. However, as CCUK has no control over these changes the Customer shall have no right to alternative price list.
- 4.4 Credit Limit:** The Customer agrees that CCUK may search the files of credit reference agencies for information on the Customer. CCUK may, on 14 days notice to the Customer, specify a reasonable monetary limit that will apply to all or any of the charges due or which will become due to CCUK and require a particular payment method or period for the Charges. If any monetary limit set by CCUK is exceeded, CCUK reserves the right to suspend provision of the Services and supply of the Equipment. If CCUK forecasts that such limit may be exceeded, then the Customer shall deposit within 7 days of being given a notice to this effect the amount by which CCUK forecasts the limit will be exceeded in the relevant billing period. CCUK may retain any amount deposited until the end of the Agreement and no interest will be paid on this sum. The Customer acknowledges that CCUK does not guarantee that this limit will be exceeded or that it will suspend provision of the Services in the event this limit is exceeded.
- 4.5 Tax:** All Charges are exclusive of any value added, sales, withholding or other tax (other than any tax based on CCUK income), which shall be charged in addition.
- 4.6 Payment Terms:** All invoices shall be due and payable on the earlier of 30 days from the invoice date and termination or expiry of this Agreement. Payment shall be made by BACS, Direct Debit or remittance. Payments are received only on receipt by CCUK of cleared funds. If it is not clear from the remittance information which invoice is being paid, CCUK reserves the right to apply the payment to the oldest balance due under this Agreement.
- 4.7 Dispute:** In the event the Customer in good faith reasonably disputes any portion of the Charges contained in an invoice, the Customer will pay the undisputed portion of the due date in full and submit a documented claim for the disputed amount. As a minimum, such documented claim shall set out the amount in dispute; the reason for such dispute and provide such evidence as shall be reasonably necessary to support the dispute. The parties shall negotiate in good faith in an attempt to resolve the dispute, provided that if the dispute cannot be resolved within thirty (30) days of the date of the invoice, either party may refer the case to an independent arbitrator. If the Customer does not submit a documented claim prior to the due date for payment of the invoice, the Customer waives all rights to dispute or query the invoice. All or part of any invoice shall cease to be disputed when the disputed amount is agreed between the parties or is settled in court.
- 4.8 Set-off and Interest:** Customer shall make all payments under this Agreement without any deduction whether by way of set-off, counterclaim or otherwise. In the event of any late payment, Customer shall be liable to pay interest on the amount of the late payment from the due date to the date of receipt by CCUK at the annual rate of the higher of 2% above the base rate of National Westminster Plc from time to time and the maximum rate permitted by applicable law. Such interest shall accrue on a daily basis both before and after any judgment.
- 4.9 Costs of Recovery:** The Customer will pay all legal fees and other costs incurred by CCUK (on a full indemnity basis) in connection with collecting or recovering amounts owed by the Customer under this Agreement or otherwise in connection with the enforcement of any term of this Agreement. During any period of suspension charges for Services shall continue to accrue.

5 FRAUD

The Customer shall be liable for all Charges incurred and other sums owed under this Agreement regardless of the identity of the person using the relevant Service, whether incurred in the course of the Customer's business or any other use (including fraudulent or improper use) save where such use arises out of the fraudulent actions of CCUK or its agents. The Customer further acknowledges that the Customer Group or any third party has or may have used the Services in a fraudulent or improper manner. The Customer shall immediately notify CCUK if it becomes aware of or suspects any fraudulent use of the Services.

6 SUSPENSION

CCUK shall be entitled in its sole discretion to elect to suspend any or all of the Services or the supply of Equipment until further notice in the event that: (i) CCUK is entitled to terminate all or any part of this Agreement, without prejudice to CCUK's right subsequently to terminate all or any part of the Agreement; or (ii) if a Network Operator ceases to supply CCUK or suspends provision of Service to CCUK for whatever reason; or (iii) if CCUK is obliged to comply with an order, instruction or request of Government, an emergency service organisation or other competent administrative authority; or (iv) if any amounts due to CCUK are not paid when due; or (v) if CCUK equipment for administering the services fails for whatever reason or maintenance is required on such equipment; or (vi) if there is or CCUK reasonably suspects a breach of the Acceptable Use Policy. Where Services are suspended, other than as a result of any breach, fault or omission of the Customer, CCUK shall use its reasonable efforts to procure that recommencement occurs as soon as is practicable and that the services are only suspended to the extent required in the circumstances. In the event that Services are suspended as a result of any breach, fault or omission of the Customer, it will pay all CCUK's reasonable costs, charges and expenses in connection with any recommencement.

7 AUTHORISED REPRESENTATIVE

Each party shall, as soon as practicable, nominate an individual (or individuals) ('**Authorised Representative(s)**') to manage their relationship under this Agreement. Orders placed or purported to be placed by the Customer's Authorised Representative will be binding on the Customer. Each party will be entitled to change their Authorised Representatives by written notice to the other.

8 ACCEPTABLE USE POLICY AND FAULTS

- 8.1 Acceptable Use Policy:** The Customer agrees to and shall use and ensure that the Services are only used in compliance with the Acceptable Use Policy. The Customer shall provide such assistance, as CCUK reasonably requires in relation to the Acceptable Use Policy and indemnify and keep CCUK free from and indemnified against all claims, proceedings, demands, liabilities, costs and expenses whatsoever arising out of, brought or threatened against CCUK by any person in connection with any breach of the Acceptable Use Policy.
- 8.2 Faults:** If CCUK determines in its reasonable opinion that a defect, fault or impairment to the Services results directly or indirectly from: (i) the negligence, act, omission, or default of the customer; (ii) the Customer's breach of this Agreement; (iii) the operation, failure or malfunction of any network, equipment or software owned or controlled by the Customer other than equipment provided by CCUK and used in accordance with its instruction; or (iv) any third party action in response to an act or omission of the Customer or any person given access to the Services by the Customer, then CCUK may recover in arrears or advance from the Customer or reasonable costs incurred or to be incurred by it or on its behalf in connection with the remedy of such defects, fault or impairment.

9 OWNERSHIP AND CONTENT

- 9.1 Intellectual Property:** Intellectual Property rights in all materials (including software) supplied Customer in connection with this Agreement shall remain the property of CCUK or its relevant licensor. The Customer will comply with (and where reasonably required, execute) and agreement required by the owner or licensor of such intellectual property rights.
- 9.2 Numbers:** The Customer shall not, under this Agreement, acquire any right, title or interest in any Numbers or be entitled to sell or transfer the Numbers with CCUKS' prior consent (such consent not to be unreasonably withheld). CCUK reserves the right to modify and telephone numbers allocated or introduce additional codes if this is required for operational or technical reasons or by a Network Operator or government authority.

10 ALTERATIONS

CCUK may from time to time without notice or alter the Fixed Network Mobile Network which it uses and the technical functionality or configuration of Services provided that no such changes or alterations shall result in any increase in Charges or any material adverse change in the performance of the Services.

11 TERMINATION

- 11.1 Mutual:** Either party ("Terminating Party") may terminate Agreement, in whole or in part (including any Order or part thereof and any User's connection to and use of the Mobile Network) immediately written notice:
- 11.1.1** If the other commits any material breach of its obligations under this Agreement which is not capable of remedy or is capable but is not remedied within 15 days of the Terminating Party giving notice in writing specifying the breach and requiring its remedy within such 15 day period provided that, in the case of a breach by CCUK, if the breach relates to a particular Order(s) or Service (or part thereof) only that Order(s) or Service or part thereof may be terminated and then only to the extent CCUK is in breach: 11.12 If the other becomes unable to pay its debts as they fall due, enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction where the emerging company assumes the obligations of the party entering into liquidation), compounds with its creditors or has an administrator, administrative receiver, receiver or other encumbrance appointed of all or any material part of its assets or undertaking or takes or suffers any similar action in consequence of debt.
- 11.2 Non-Payment:** CCUK may terminate this agreement in whole or in part if customer fails to settle any amount due within ten (10) days of notification (by telephone, email, facsimile, post or otherwise).
- 11.3 Mobile Services and Fixed Services:** The Parties may also terminate this Agreement insofar as they relate to Mobile Services or Fixed Line Services in the circumstances set out in the Mobile Services Schedule and Fixed Services Schedule respectively.
- 11.4 Operation on Termination and Accrued Rights:** Termination or expiration of this Agreement (in whole or in part) howsoever arising or caused shall: (i) be without prejudice to any rights of either party which have accrued up to the date of termination; and (ii) not operate to affect any provision that expressly or impliedly survive such termination. In particular, the Customer shall be liable to pay all remaining outstanding Charges.

12 PROVISION OF INFORMATION

- 12.1 Data Protection:** The customer undertakes that in providing or disclosing any personal information in respect of this Agreement (including the User Details) it has made a proper notification to Office of the Information Commissioner in respect of its use and processing of personal data (as such term is defined in the Data Protection Act 1998(as amended from time to time) ("DPA")), that it has collected and transferred such personal information to CCUK in accordance with the DPA and with all relevant guide lines and guidance notes issued from time to time by the Data Protection Commissioner. In particular, Customer warrants that it has obtained any relevant consent (as defined by the DPA) to such collection and transfer and the processing of the personal data by CCUK to provide the Services. CCUK will use such information in accordance with its Data Protection Policy (a copy of which is available on request).
- 12.2 General:** The Customer will provide such information to CCUK as is required to provide the services including any information required in relation to directory information services.

13 WARRANTIES

- 13.1 Execution:** Each party warrants to the other that each accepted Order represents a binding commitment on it and it has full capacity and authority to enter into and to perform this Agreement.
- 13.2 Quality of Services:** The customer acknowledges that, save as otherwise agreed in an Order, CCUK provides the Services and Equipment on a resale basis. CCUKS' role is to use its reasonable efforts to manage the provision of the Services and supply the Equipment in its capacity as a telecommunication service provider acting as a reseller and not to provide the Services or manage or run a network (which is the relevant Network Operator's responsibility). The customer acknowledges that the Services are provided on an "as is" basis and that is not possible to offer fault or interruption free services. CCUK will use its reasonable endeavours to keep complete and maintain accurate record of data to ensure accurate billing and to operate a help desk.
- 13.3 Equipment:** CCUK warrants that it has title to any Equipment it sells to the Customer.
- 13.4 Interception, Data Loss:** Neither CCUK nor the Network Operators can guarantee protection of calls against unauthorised interruption or interception of third parties. The Customer is responsible for backing up all its data.
- 13.5 No other Provisions:** Except for the express provisions of this Agreement and to the maximum extent permitted by applicable law CCUK disclaims and excludes all warranties, terms and other conditions, including but not limited to any warranty, term or other condition of merchantability, satisfactory quality, fitness for a particular purpose or non – infringement relating to the ownership of the Services or the Equipment or as to price in every case whether implied by statute, common law, custom, collaterally or otherwise.

14 LIMITATION OF LIABILITY

- 14.1** Neither party limits Liability for death or personal injury caused by negligence or for fraudulent misrepresentation, fraudulent misstatement or the tort of deceit.
- 14.2** Subject to clauses 14.1 CCUK shall not have any liability:
- 14.2.1** For any loss or damage other than Direct Loss;
- 14.2.2** For any loss of profit, goodwill, business, opportunity, revenue, data or potential saving (in every case whether direct or indirect), Whether or not such losses were for foreseeable by, or the possibility thereof is or has been brought to the attention of CCUK. Nothing in this Agreement shall impose any liability on CCUK in respect of non-performance of Services or delivery of the Equipment to the extent such non-performance all delivery is due to the Customer's acts, omissions, negligence or default
- 14.3 Property Damage:** CCUK'S aggregate Liability under this Agreement in respect of damage to physical property shall not exceed £20,000.
- 14.4 Other Liability:** CCUK'S aggregate Liability under this Agreement for damage other than in respect of damage to physical property shall not exceed the lower of £20,000 and the charges paid in the previous 6-month term of this Agreement.
- 14.5 Third Parties:** Subject to Clause 14.1 in no circumstance will CCUK be liable to any third party including any member of the Customer Group other than the Customer.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to carry out its obligations under this agreement caused by Force Majeure provided that it gives written notice of the occurrence of the Force Majeure relied on to the other party and it uses its responsible endeavours to remove or avoid such Force Majeure as promptly as practicable. If any Force Majeure event is relied on for longer than sixty days by either party the other shall be entitled to terminate that part of this Agreement in relation to which Force Majeure has occurred forthwith on written notice.

16 CHANGES TO THE AGREEMENT

CCUK may change this Agreement at any time by notice in writing to the Customer. If such a change is required to comply with any Legislation, regulation or code of practice (on CCUK, the Network Operator or otherwise) or as a result of a direction by a Network Operator or is made to the Data Protection Policy or Acceptable Use Policy, the Customer will have no right to terminate this Agreement. If such a change is made for a reason other than that set out in the previous sentence or is a change Price List not referred to in clause 4 and it operates to the material detriment of the Customer, the Customer has the right to terminate the Agreement in relation to those Services to which the change relates by giving 30 days written notice provided that such notice is given within 30 days of CCUK's notice of the change.

17 MISCELLANEOUS

- 17.1 Confidentiality:** CCUK and the Customer each agree to keep confidential and use only for the purpose of exercising and performing their respective rights and obligations under this Agreement all plans, trade secrets, business and other confidential information that is disclosed or made available by one party to the other (“**Confidential Information**”). Each of CCUK and the customer undertake not to disclose to any third party such Confidential Information without the express written consent of the other. No obligation or confidentiality under this Clause 18.1 shall apply to Confidential Information which is: (i) already in the possession of the disclosing party without obligation of confidentiality owed to the other; or (ii) has been developed by the disclosing party independently without access to any of the relevant Confidential Information; or (iii) the disclosing party rightfully receives without obligation of confidentiality of a third party; or (iv) enters the public domain other than by reason of any breach of this Agreement; or (v) is required by any competent regulatory authority or by a Network Operator save that CCUK shall have the right to publicise that the Customer is a party to this Agreement in any advertising or promotion.
- 17.2 Notices:** Save as provided otherwise, any notices required or permitted hereunder will be given to the appropriate parties at the address specified in the attached signature page or at such other address as the party may specify in writing. Such notice shall be deemed given upon personnel delivery to the appropriate address or three (3) days after the date of mailing if sent by certified or registered mail. CCUK shall be entitled to give notice as to any matter (except termination of the whole of this Agreement) by email and fax (which notice shall be deemed given when sent).
- 17.3 Assignment:** The Customer cannot assign or delegate its rights or obligations under this Agreement without the prior written consent of CCUK (which consent may be given subject to such conditions as CCUK considers appropriate) CCUK may assign or delegate all or any of its rights or obligations under this Agreement at any time without notice and may factor and appoint a third party to collect the Charges.
- 17.4 Entire Agreement:** This Agreement and any Order duly accepted under it sets out the entire agreement and understanding between the parties and supersedes any previous agreement between the parties relating to its subject matter. Unless otherwise expressly agreed in writing this Agreement applies in place of and prevails over any terms or conditions contained in or referred to in correspondence or elsewhere or implied by trade custom or course of dealing. In entering into this Agreement and each Order each party acknowledges and agrees that it has not relied on any representations made by the other. Any such representations are excluded. Nothing in this clause 18.4 shall limit liability for any representations made fraudulently.
- 17.5 Severance:** If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction it shall be deemed to have been deleted without affecting the remaining provisions.
- 17.6 Partnership etc:** Nothing in this Agreement shall constitute a partnership, joint venture or agency between the parties and, save as to the extent required by CCUK to give effect to an Order, neither party shall have any authority or power to bind, contract in the name of or create a liability for or against the other.
- 17.7 Third Party Rights:** No provision of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act.
- 17.8 Waiver:** No Failure or delay by a party in exercising its rights or remedies shall operate as a waiver unless made by written notice. No single or partial exercise of any right or remedy of a party shall preclude any other or further exercise if that or any other right or remedy.
- 17.9 Arbitration:** CCUK may implement arbitration or similar complaints procedure as required by the Network Operators, Legislation or applicable code or practise. The Customer and CCUK will comply with such procedure as varied from time to time from the date the Customer is notified if the implementation of the procedure (or its variation) in respect of all applicable complaints. Further details of the dispute resolution process (if any) are available from CCUK on request in writing.
- 17.10 Law:** This Agreement shall be governed and construed in accordance with the laws of England. The parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any matter, claim or dispute arising under, out of or in connection with this Agreement (including as to its validity) or the legal relationships established by this Agreement.

18 INTERPRETATION

18.1 References to:

- 18.1.1** Recitals, clauses, Schedules and Annexes are to recitals. Clauses and sub-Clauses of and schedules and annexes to this Agreement;
- 18.1.2** This Agreement includes any Schedules and Annexes and, where applicable, any Orders made under it and any schedules in or referred to in such Order;
- 18.1.3** The singular include the plural and vice versa and use of any genders;
- 18.1.4** A person include a natural person, company, cooperation company, unincorporated or incorporated association, government, statute, statutory authority, foundation and trust; and
- 18.1.5** The words “**include**”, “**includes**”, “**including**”, “**in particular**” or any similar words or any general words introduced by the word “**other**” do not limit the words preceding or following.
- 18.1.6** Any reference to any Legislation shall be interpreted as referring to such Legislation as amended and in force from time to time and/or which re-enacts or consolidates such Legislation.
- 18.1.7** Headings (including clause headings) are for convenience only and shall not affect interpretation.

Acceptable Use Policy

This document sets out the Acceptable Use Policy between Communications CCUK Limited or its group company (“we” or “us”) and you, the customer.

- 1 The customer shall only use the services in accordance with such conditions as we may notify it in writing from time to time and in accordance with the relevant provisions of any legislation, authorisation or licence applicable to the network operator providing the relevant service or any direction, code of practice or regulation of any competent regulatory authority.
- 2 The customer shall ensure that any mobile phone or other equipment connected to a network is duly approved by the relevant network operator.
- 3 The customer shall not make abusive, threatening or nuisance calls to our call centre, agents or representatives or to us or use a mobile phone or other equipment for this purpose.
- 4 The customer must take reasonable care to protect and mobile phone, SIM and any password provided.
- 5 The customer must follow reasonable instruction given by us from time to time regarding the use of mobile phones, other equipment and services.
- 6 We shall have no liability or responsibility for the contents of any communications transmitted via the services and the customer, will hold us harmless from any and all claims related to such content.
- 7 The customer shall not use any of our services, a mobile phone or other equipment used in connection with our services:
 - (a) As a means of communication for a purpose which is specifically prohibited or unlawful; or
 - (b) For any communication which is or is intended to be a hoax call to emergency services or is of a defamatory, indecent, malicious, immoral, fraudulent, offence or abusive or of an obscene or menacing character; or
 - (c) To violate or infringe on any rights of or to cause unwarranted inconvenience or anxiety to a third party; or
 - (d) In such a way as to constitute a violation of any laws or regulations of any other country.
- 8 A reference to the customer includes any person using a service in connection with or as a result of any agreement with us.