

# Terms & Conditions

## Spending Cap

It is a legal requirement that you are offered the opportunity to set a monthly Spending Cap to limit additional costs that fall outside of your standard, agreed monthly Charges.

Spending Caps prevent additional charges against your account up to an agreed allowance, such as those incurred from using data beyond your agreed data allowance, calling or texting international numbers, or using a Service while roaming without a relevant bolt-on.

If reached, Spending Caps add restrictions to a Service to prevent further charges above the agreed allowance. For example, your phone will be prevented from making calls or sending texts to numbers outside of the UK, and in the case of additional charges being incurred by exceeding your data allowance, access to mobile data will be blocked. Please note: whilst the access charges for premium rate services (which usually operate on numbers beginning 09, 118, 084, 087 or five or six digit mobile voice and text short codes) count towards the Spending Cap, service charges for such premium rate services do not.

Certain types of account and service-based charges, do not count towards the Spending Cap and are not restricted when the Spending Cap is reached. These services include (but are not limited to) service charges for premium rates services, the addition of bolt-ons which you opt in to, or account charges such as non-payment charges. Similarly, a Spending Cap does not cover certain charges to mobile services that allow you to pay for goods or services from app stores, third party publishers and merchants via your phone bill.

As this is a business account that may have more than one Service, Spending Caps are applied to each Service on the account and different Spending Cap allowances can be applied to each Service. There is no option for an account-level Spending Cap that applies to all Services. More information about Spending Caps is available at <https://www.plan.com/spending-caps>

In addition, if you decide to apply a Spending Cap at the Service Commencement Date, you are able to remove, increase or decrease the Cap allowance throughout the term of your contract.

## Annual Price Increase

plan.com shall increase the Core Charges on an annual basis by the CPI Rate (ignoring any negative figures) plus 3.9%. The Core Charges increase shall apply to the relevant Services for each Connection from the first day of the month following each anniversary of the Service Commencement Date.

For example, for a Service connected in September 2022 with monthly Core Charges of £40, on its anniversary we use the most recent published CPI rate of 6.7% (August 2023) plus 3.9% (10.6%), which would increase the monthly price to £44.24. This increase would be applied to the October 2023 bill.

# General Terms and Conditions

These Business Customer General Terms and Conditions are between (i) Plan Communications Limited (trading as plan.com) a company incorporated in the Isle of Man with company number 010273V and registered address of No.5 Victoria Street, Douglas, Isle of Man, IM1 2LR ("plan.com"); and (ii) the customer named in the Order and these Commercial Terms (the "Customer") each a "Party" and together the "Parties".

## 1. Commencement and Term

- 1.1. This Agreement shall commence on the date the first Connection on the Order is Activated by plan.com and, unless terminated at an earlier date in accordance with clause 15, shall continue in force until the termination or expiry of all Services ordered under it ("Term").
- 1.2. Subject to clause 1.3, the Service for each Connection shall commence on the date the Connection is Activated by plan.com in respect of that Service and shall continue for the Minimum Term, and shall automatically renew thereafter on consecutive 30 day periods, unless terminated in accordance with clause 15.
- 1.3. Non-Contractual Bolt-Ons shall commence on the date they are Activated and, except for One-Off Bolt-Ons and/or unless agreed otherwise by the Parties, continue until either Party provides written notice and/or cancels the Non-Contractual Bolt-On via my.plan or a captive page, at which point the Non-Contractual Bolt-On shall terminate at the end of the then current calendar month.
- 1.4. Term exceeding 24 months. If the Customer has selected a Service with a Tariff with a Minimum Term that exceeds 24 months, plan.com will only be able to provide this Tariff to the Customer where the Customer has expressly agreed to waive any rights it may have under Applicable Law to have a contract duration of no longer than 24 months. If express consent to waive these rights is not given by the Customer, plan.com shall switch the Customer to the nearest comparable Tariff with a minimum term that does not exceed 24 months.
- 1.5. At any time before or after the expiry of a Minimum Term, the Customer and plan.com may agree a renewal or extension of the Minimum Term, in which case any new Minimum Term agreed as part of that renewal or extension will apply as the Minimum Term from the date the renewal or extension comes into effect.

## 2. Structure of Agreement and Orders

- 2.1. General Terms. These General Terms and Conditions shall apply to each and all of the Services.
- 2.2. Specific Terms. The service specific terms and conditions set out in the Specific Terms and Conditions will only apply to the Customer where the Order includes the applicable Service. The applicable Specific Terms and Conditions and any other document incorporated by reference in these General Terms and Conditions or the Specific Terms and Conditions in force at the applicable Service Commencement Date will apply to the Order.
- 2.3. Changes to Services. Subject to clause 8 plan.com may add, amend and/or withdraw the Services and Equipment which are available for the Customer to order at any time. Subject to clause 8, Plan will use its reasonable endeavours to provide the Customer with so much notice as is reasonably practicable of any changes to the Services or Equipment which are available. Any changes to the Specific Terms and Conditions which apply to an existing Order shall be made in accordance with clause 8.
- 2.4. Orders. The Customer may request Services from plan.com either directly or via a Partner by placing an Order with plan.com. Each Order will be a separate Agreement that is subject to the General Terms and Conditions and applicable Specific Terms and Conditions.
- 2.5. In-Life Bolt-Ons. The Customer, or a Partner on the Customer's behalf, may add and remove In-Life Bolt-Ons for a Connection in accordance with the terms of each In-Life Bolt-On. The Specific Terms and Conditions and corresponding pricing for each In-Life Bolt-On shall be the standard Specific Terms and Conditions and pricing available on the date the In-Life Bolt-On is added to the applicable Connection. Where an In-Life Bolt-On has a Minimum Term, the removal of the In-Life Bolt-On may be subject to an Early Termination Charge.

- 2.6. Site survey. Any Services that are delivered to a fixed location will be subject to Network coverage and connectivity at that location and subject to a site survey.
- 2.7. Equipment availability. Any Order for the purchase of Equipment from Plan is subject to the availability of the Equipment. Plan does not guarantee the availability of any Equipment.
- 2.8. Order Cancellation.
  - a. By Customer. The Customer may cancel an Order, or any part of it, at any time before the applicable Service Commencement Date. The Customer may be required to pay any cancellation charges notified to it by plan.com.
  - b. By plan.com. plan.com may cancel an Order, or any part of it, at any time prior to the applicable Service Commencement Date. plan.com shall notify the Customer as soon as reasonably practicable if an Order, or any part of it, is cancelled and the reasons for the cancellation. Where the Order is cancelled due to the Customer not having a satisfactory credit rating or for any breach by the Customer of this Agreement, the Customer shall pay any cancellation charges notified to it by plan.com.
  - c. If all Services in an Order are cancelled by the Customer, or plan.com, under this clause 2.8 the Agreement will be terminated.

### 3. Services

- 3.1. Supply of Services. plan.com shall use its reasonable endeavours to supply the Services to the Customer in accordance with the terms of this Agreement and in accordance with the reasonable skill and care of a competent telecommunications service provider.
- 3.2. my.plan. The Customer must be subscribed to a my.plan Service at all times it is receiving Services from plan.com, however the provision of the my.plan service may be under a different Order and Agreement.
- 3.3. Exclusions. plan.com is not responsible for any content, goods or services which are accessed, uploaded, downloaded or transmitted by Customer, or its Users, through the use of the Services.
- 3.4. Roaming. plan.com shall use its reasonable endeavours to enable the Customer to access mobile networks outside of the UK when it is using the Services for Roaming. plan.com is not responsible for the performance or functionality of the Services when the Customer is Roaming.
- 3.5. Availability of the Service. plan.com does not guarantee that the Services will be provided uninterrupted or fault free. The Customer acknowledges that, due to the nature of the Services, it is impossible to provide a fault-free service and the availability, upload/download speeds and quality of the Service may be impacted by factors outside of the control of plan.com, such as Network congestion, the weather, local terrain (e.g. trees, hills and buildings) and the Equipment and other systems used to access the Services. Third Party Providers may make alterations to the Services from time to time during the term of the Agreement, providing that, unless the Customer has given its prior written consent, no such alterations shall result in a material loss of the functionality available to the Customer.
- 3.6. Network coverage. The Customer's ability to use the Services is subject to the geographic extent of Network coverage. The Network coverage for each Service may differ depending on the nature of the Service provided by the Third Party Provider.
- 3.7. Activation of the Service. plan.com shall use its reasonable endeavours to Activate each Service on the date notified to the Customer. The Customer acknowledges and accepts that the delivery and Activation of a Service may be delayed and in the event of a delay, plan.com shall provide Customer with as much notice as is practicable in each circumstance.
- 3.8. Third Party Provider. The Customer acknowledges that the Services may be provided by one or more Third Party Providers. The Customer may be required to accept a Third Party Provider's terms and conditions before it can use the Service (including an end-user licence agreement). If the Customer fails to accept the Third Party Provider's terms and conditions it may not be able to use all or part of the Services and will still be responsible to pay the Charges. plan.com will not be responsible for the failure of a Customer to receive or use all or part of the Services in these circumstances.
- 3.9. Emergency services. In the event of a power failure it may not be possible to make calls to emergency services using internet-based Services such as the Hosted Voice service. The Customer is responsible for ensuring that Users are aware of this.
- 3.10. Number Allocation. plan.com shall where necessary, allocate to Customer phone numbers and IP

addresses for use with the Services, which may be reallocated, withdrawn or changed by plan.com at any time as a result of a change to Applicable Law, the instructions of the Network operator or applicable regulator, if the Customer is in breach of the terms of this Agreement or if there is zero use by the Customer for a continuous period of at least 3 months. If plan.com is required to reallocate, withdraw or change any number allocated to the Customer, plan.com shall use its reasonable endeavours to notify the Customer with as much notice as is practicable. plan.com will not be liable for any costs incurred by the Customer in relation to any phone number which is reallocated, withdrawn or changed.

- 3.11. Numbers. Nothing in this Agreement shall grant the Customer any ownership of the number nor grant any other rights in the number including the right to resell or transfer the right to use the number to a third party. The Customer shall comply with any instructions provided to the Customer in relation to the use by the Customer of the numbers it uses in connection with the Services.
- 3.12. Porting. On the request of a Customer, plan.com will port a phone number allocated to the Customer to/from another network operator in accordance with Applicable Law and industry standard processes. The Customer will provide any information and/or assistance as may be requested by plan.com to enable the porting process to take place. Charges may apply to any Customer request for porting of phone numbers. plan.com provides no guarantee that it can port a phone number from the Customer's previous service provider.

## 4. Equipment

- 4.1. Technical compatibility. Certain elements of the Services are dependent on the Customer having suitable Equipment. If the Customer is unable to provide such Equipment, some Services may not function correctly ("Affected Services"). plan.com will have no liability for the Affected Services and may be unable to provide the Customer with those Affected Services and the Customer will still be responsible for the Charges relating to those Affected Services.
- 4.2. Non-plan.com supplied equipment. The Customer accepts that any Equipment supplied to the Customer by a Partner, or other third party, is separate to this Agreement and plan.com has no responsibility in respect of the provision of such Equipment. It is the Customer's responsibility to ensure that any Equipment it uses to receive the Services complies with any minimum requirements notified to it by plan.com from time to time including in the applicable Service Specific Terms. The Customer will connect Equipment to the Network in accordance with any instructions provided by plan.com or a Third Party Provider from time to time. Any Equipment which does not comply with terms of this Agreement must not be connected to the Network.
- 4.3. plan.com supplied equipment. Where plan.com provides Equipment to the Customer:
  - a. Delivery. plan.com will use its reasonable endeavours to deliver the Equipment to the Customer on the delivery date set out in the Order.
  - b. Risk. The Customer shall be responsible for any Equipment from delivery of the Equipment to the Customer, or collection by the Customer from plan.com or a Partner. The Customer must notify plan.com within 5 Business Days of delivery or collection if any Equipment is damaged, incomplete or incorrect with details of the issue.
  - c. Title. Title in plan.com-Equipment shall remain at all times with plan.com. Title in Customer-Equipment shall pass to the Customer:
    - i. where the Customer pays a lump-sum for the Equipment, on the receipt by plan.com of payment in full; and
    - ii. where the Equipment is included in the Tariff, on the applicable Service Commencement Date.
  - d. Equipment Warranty. plan.com shall pass on the benefit of any warranties that plan.com received from the relevant Equipment manufacturer. If Equipment becomes faulty the Customer shall immediately notify plan.com in writing and shall follow plan.com's instructions in respect of any repair or replacement of the Equipment where the Equipment is still within its applicable warranty period. The Customer acknowledges that any unauthorised use, configuration, modifications or attempts to repair the Equipment or any other damage to the Equipment may invalidate a manufacturer warranty.
  - e. Export Control. Equipment and/or Software (as applicable) may be subject to export control law and regulations and in the event the Customer wishes to export it outside the United Kingdom.

plan.com does not represent that any necessary approvals and licenses have been obtained or will be granted in relation to such Equipment and/or Software (as applicable). The Customer shall be responsible for compliance with any applicable export laws and regulations.

- f. plan.com-Equipment. Where Customer uses plan.com-Equipment it shall:
  - i. only use the plan.com-Equipment for the purposes of receiving or using the Services in accordance with the Agreement;
  - ii. comply with any instructions provided by plan.com (including in relation to the return of any plan.com-Equipment);
  - iii. not move, add to, modify, repair or in any way interfere with the plan.com-Equipment (including to not remove, tamper with and/or obliterate any words or labels on it), nor allow anyone else (other than someone authorised by plan.com) to do so;
  - iv. obtain and maintain appropriate insurance for the risk of loss, theft, destruction and damage to the plan.com-Equipment and to inform plan.com immediately on becoming aware of the plan.com-Equipment being lost, stolen or damaged;
  - v. permit plan.com, or its authorised representatives, to inspect or test the plan.com-Equipment at all times on reasonable notice and, following the termination of the Service(s), to recover it; and
  - vi. if requested by plan.com, return, or arrange for the return of, plan.com- Equipment to plan.com in accordance with plan.com's instructions.
- 4.4. Software. Any Software provided or made available to the Customer for use with Equipment and/or the Services is provided on an as-is basis and plan.com grants the Customer a non-exclusive limited right to use such Software solely for the purpose of receiving or using the Services. The Customer shall not transfer, modify, create derivative works of, decompile, reverse-assemble or in any way attempt to derive the source code of the Software.

## 5. Customer responsibilities

- 5.1. Terms of Use. The Customer shall, and where applicable shall procure that Users shall:
  - a. ensure that all information provided to plan.com under or in connection with this Agreement and the use of the Services or Equipment is accurate and complete;
  - b. notify plan.com immediately if it becomes aware that any information that the Customer has provided to plan.com is, or becomes, inaccurate or incomplete;
  - c. comply with the Policies and any reasonable instructions from plan.com;
  - d. not make unauthorised modifications to the Services or any Equipment provided by plan.com;
  - e. not use the Services or Equipment as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities;
  - f. ensure that it has all necessary consents, licences and approvals which are necessary to perform its obligations under this Agreement and to use the Services and Equipment;
  - g. not do anything that causes, or may cause, the Network to be impaired;
  - h. fully co-operate with plan.com and comply with all reasonable instructions from plan.com in respect of the Services or Equipment to ensure that the Services do not interfere with, or adversely affect the operation of the Network or the provision of services to any other customers;
  - i. not use automated means to send data, or make or receive calls or texts (including via a Gateway), unless expressly authorised by plan.com; and
  - j. not use the Services or Equipment in way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene, may harm the Network, or in violation of any persons rights, to send unsolicited direct marketing or is illegal or fraudulent or may damage the reputation of plan.com or a Third Party Provider.
- 5.2. Technical requirements. The Customer shall ensure that its systems and Equipment are compatible for use with the Services. plan.com is not responsible for the Customer being unable to use all or part of the Services, or for any impact on the quality of the Services, which is related to the Customer's systems or any Equipment that has not been provided by plan.com.
- 5.3. Authorised Users. The Customer shall ensure that each User complies with the terms of this Agreement in relation to their use of the Services (including my.plan) and Equipment provided by plan.com (where applicable). The Customer may specify Users who will have the ability to make changes

to the Customer's account including the ability to apply or remove spending caps on a Connection, to apply or remove or amend In-Life Bolt-Ons, to order new Services or request cancellation of existing Services. The Customer shall be responsible for all acts and omissions of all Users.

- 5.4. The Customer shall be responsible for all acts and omissions of all Users.
- 5.5. Customer Data. The Customer warrants and represents that the Customer Data, and its use by plan.com in accordance with this Agreement will not:
  - a. breach any laws, statutes, regulations or legally-binding codes;
  - b. infringe any person's intellectual property rights or other legal rights; or
  - c. give rise to any cause of action against the Customer, plan.com or any Third Party Provider in each case in any jurisdiction and under any Applicable Law. If there has been a breach by the Customer of the provisions of clause 5.4, plan.com may require that the Customer promptly delete the relevant Customer Data or amend the relevant Customer Data to remedy the breach.
- 5.6. Unauthorised use. The Customer must not allow any unauthorised person to access or use the Services by means of my.plan or otherwise. The Customer will notify plan.com immediately on becoming aware of: (i) any unauthorised use of the Services; or (ii) any use of the Services which does not comply with Applicable Law. The Customer is responsible for any Charges incurred as a result of unauthorised use of the Services until it notifies plan.com of the unauthorised use. plan.com may suspend access to the Services to prevent further unauthorised use of the Services.
- 5.7. Assistance. The Customer shall provide to plan.com:
  - a. all necessary co-operation in relation to the Agreement; and
  - b. all necessary access to such information as may be reasonably requested by plan.com or any Third Party Provider, in order to render the Services.

## 6. Charges, invoicing and payment

- 6.1. Charges. The Customer shall pay all Charges without deduction or set-off in accordance with the terms of this clause 6. The Charges shall be calculated in accordance with and as set out in the Order and the Pricing Guide. Rounding and minimum charges may apply. All Charges are payable in pounds sterling.
- 6.2. Invoicing. Unless expressed otherwise in the Commercial Terms, Charges shall be invoiced as follows:
  - a. Recurring Charges
    - i. Core Charges: monthly or annually (as may be applicable) in advance (pro-rated as applicable for the first and last month in which the relevant Service is provided);
    - ii. Charges for Non-Contractual Bolt-Ons (except for One-Off Bolt-Ons): on first invoice after the applicable Non-Contractual Bolt-On is Activated and each subsequent invoice until terminated; or
    - iii. as otherwise agreed with the Customer.
  - b. One-off Charges:
    - i. Equipment purchased from plan.com as a lump-sum: in the first invoice or as an additional invoice for the applicable Connection;
    - ii. Installation charges: in the first invoice or as an additional invoice for the applicable Connection; or
    - iii. One-Off Bolt-Ons: on the first invoice after the applicable One-Off Bolt-On is Activated; or
    - iv. as otherwise agreed with the Customer.
  - c. Out-of-Tariff Charges: on the first invoice after the applicable charges are generated and added to the Customer account. The Customer acknowledges that usage charges relating to domestic usage may take up to 1 month to be generated whilst Roaming usage may take up to 3 months to be generated and appear on the Customer account.
- 6.3. Invoice disputes: If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due, the Customer shall notify plan.com in writing within 14 days of the date of the invoice, including details of why it disputes the sum and how much it believes is payable and the Customer shall pay all un-disputed sums in the relevant invoice in accordance with this clause 6. The Customer's failure to pay the disputed Charges shall not be deemed to be a breach of this Agreement whilst the Parties are resolving the dispute. The Parties shall use their reasonable endeavours to resolve the dispute in good faith within 14 days and plan.com's determination in relation to the disputed sums shall be final. Within 30 days of resolution of the dispute plan.com shall issue a credit note or the Customer shall make payment of

the disputed sums, as appropriate.

- 6.4. **Payment.** All Charges are payable by Direct Debit. If a Direct Debit fails, plan.com may apply an administration charge to the Customer. Payment other than by Direct Debit is subject to the prior written approval of plan.com. Where payment is not made by Direct Debit, all payments shall be made by the due date as displayed on the invoice to which the charges relate. Payment other than by Direct Debit may be subject to an additional administrative charge.
- 6.5. **VAT.** The Charges are exclusive of VAT which shall be added to the Charges at the rate and in the manner prescribed by law and the Customer shall pay an amount equal to any VAT chargeable on the Charges on delivery of a VAT invoice.
- 6.6. **Late Payment.** All Charges payable to plan.com under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Without prejudice to any other right or remedy that it may have, if the Customer fails to pay plan.com any Charges due under this Agreement on the due date the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, accruing each day at the rate of 3% per annum above the Bank of England's base rate from time to time.
- 6.7. **Early Termination Charge.** If the Agreement or a Service to an individual Connection is terminated (i) by the Customer pursuant to clause 15.1, or (ii) by plan.com pursuant to clauses 6.11, 15.2 or 15.3(a) to 15.3(d), the Customer shall pay the Early Termination Charge. No Early Termination Charge will be payable by the Customer if the Agreement or a Service to an individual Connection is terminated in accordance with clause 8.5.
- 6.8. **Credit Check.** plan.com will perform a credit check on the Customer (including any directors of the Customer) from time to time and the Customer shall provide any financial information reasonably requested by plan.com to assist plan.com in forming a view on the Customer's financial standing. The continued provision of the Services, and any Equipment, is subject to a satisfactory credit check. plan.com may release information regarding the Customer's account to the applicable Partner and/or credit agencies.
- 6.9. **Credit Limit.** plan.com may apply or vary a limit to the Customer's credit under this Agreement at any time.
- 6.10. **Deposit.** plan.com may require the Customer to pay a deposit as security for payment of the Charges. Failure to provide such security within a reasonable time of the request by plan.com shall be deemed to be a material breach of the Customer's obligations under the Agreement. plan.com may use the deposit, (in whole or in part) at its sole discretion, to offset any undisputed Charges which remain unpaid after their due date, any interest on unpaid Charges and/or to cover the costs of recovering any unpaid Charges from the Customer.
- 6.11. **Deposit return.** The Customer may request the return of its deposit (which has not been applied by plan.com pursuant to clause 6.10) at any time, however any such request may result in the termination of this Agreement (at plan.com's discretion) and the Customer may be required to pay an Early Termination Charge in accordance with clause 6.7.
- 6.12. **Spending Caps.** plan.com offers the Customer the ability to apply the following different types of spending cap to a Connection: (i) Ofcom Spend Cap and (ii) a range of usage-specific Spending Limits. plan.com may apply default spending cap on Connections from time to time on certain types of use - see the plan.com website for further details. The Customer may apply, remove, or vary a spending cap on any Connection at any time but may only have one type of spending cap on each Connection at one time. Applying or removing an Ofcom Spend Cap will automatically remove all other usage-specific Spending Limits including default spending caps applied by plan.com. plan.com will apply a spending cap to the Connection within a reasonable timeframe following the Customer request. Any applicable Out-of-Tariff Charges incurred before the spending cap is effective or after a spending cap has been removed will be chargeable in accordance with this Agreement.

## 7. Intellectual Property Rights

- 7.1. Nothing in this Agreement shall transfer the ownership of any intellectual property rights in relation to the Service, my.plan or related documentation to the Customer. plan.com grants the Customer a non-exclusive, non-transferable, revocable, licence to use my.plan and any Service-related documentation for the sole purposes of account administration and the use of the Services.

- 7.2. Software. The Customer shall not copy, alter, adapt, translate, develop, decompile, license, sublicense, reverse engineer, re-publish, re-distribute or resell any software or any part of the Services, unless expressly permitted to do so by plan.com or to the extent permitted by law. plan.com shall not be responsible for, or in respect of any modification, or alteration to the Software or any part of the Services by any person other than plan.com, plan.com's duly authorised contractors or agents.
- 7.3. End-User Licence Agreement. Some Services may require the Customer and/or its end-users to accept end-user license agreements ("EULA") (e.g. click-through licences) before the Customer is able to use the Service. If the Customer fails to accept any such EULA terms the Customer may not be able to use all, or part, of the Services and Customer shall remain responsible for all applicable Charges. plan.com shall have no liability for any failure to provide the Services to the Customer where the Services depend on the acceptance of a EULA. The terms of the EULA shall govern the use of the applicable software and the Customer's rights and remedies in respect of such software shall be as set out in the EULA.

## 8. Changes

- 8.1. Changes to the Terms. plan.com may vary this Agreement, the Services and/or the Charges at any time. Such variations can be made (without limitation):
  - a. to introduce changes that are exclusively to the Customer's benefit;
  - b. where required to comply with Applicable Law;
  - c. due to an administrative reason with no negative effect on the Customer;
  - d. other administrative reasons, commercial or operational change in how the Services are provided by plan.com or a Third Party Provider (including introducing new Charges, adding or withdrawing Services);
  - e. where the change is required to maintain or improve the quality and/or security of the Service;
  - f. as the result of technological developments; and
  - g. no more than once per month to reflect changes in services and/or increases in costs imposed upon plan.com by third parties (e.g. increases in wholesale roaming rates).
- 8.2. Change to Core Charges. plan.com shall increase the Core Charges on an annual basis by the CPI Rate (ignoring any negative figures) plus 3.9%. The Core Charges increase shall apply to the relevant Services for each Connection from the first day of the month following each anniversary of the Service Commencement Date.
- 8.3. Notice of Change. Subject to clause 8.4, plan.com shall give the Customer no less than one months' notice in writing of any changes to this Agreement, the Services and/or Charges prior to them becoming effective, and shall confirm if a right of termination under clause 8.5 applies.
- 8.4. Permitted Changes. plan.com may make the following changes without providing the Customer with notice in accordance with clause 8.3:
  - a. changes in accordance with clause 8.1(a) (exclusively for Customer benefit);
  - b. changes in accordance with clause 8.1(b) (required by Applicable Law);
  - c. changes in accordance with clause 8.1(c) (administrative reasons);
  - d. changes in accordance with clause 8.1 (g) that plan.com reasonably concludes are not likely to be of material detriment to the Customer (third party costs);
  - e. changes in accordance with clause 8.2 (Core Charges);
  - f. changes of which the Customer was notified of prior to entering into this Agreement;
  - g. changes to Services that can often vary due to their nature as explained under this Agreement (e.g. changes in upload and download speeds);
  - h. changes to In-Life Bolt-Ons which the Customer has not opted to receive; and/or
  - i. changes which relate to IoT Services,(each a "**Permitted Change**").

Where plan.com makes a Permitted Change it shall use its reasonable endeavours to notify the Customer by email, updating the website, including notice in the next invoice or such other method as plan.com deems appropriate.

- 8.5. Termination on Change. Subject to clause 8.6, where plan.com notifies the Customer of a change in accordance with clause 8.3, and such notice states that the Customer has such a right of termination, the Customer can terminate this Agreement, or the impacted Service(s) where permitted in accordance with



clauses 8.6 and 8.7, by providing written notice to plan.com to expire prior to the date the change will come into effect. If the Customer does not terminate within such period, the Customer shall be deemed to have accepted the change. plan.com will notify the Customer of any charges payable if Customer exercises its right to terminate the Agreement pursuant to this clause.

- 8.6. Changes to Non-Contractual Bolt-Ons. If plan.com notifies the Customer of a change in accordance with clause 8.3 that relates only to a Non-Contractual Bolt-On, the Customer may only terminate the Non-Contractual Bolt-On to which the change applies and not the entire Agreement. Additionally, the Customer shall have no right to terminate the Agreement if plan.com terminates a Non-Contractual Bolt-On in accordance with clause 15.1.
- 8.7. Termination of Bundled Services. Where plan.com provides the Customer with multiple Services and/or Equipment under the same Agreement or closely related agreements and the Customer has a right to terminate under clause 8.5, the notice provided under clause 8.3 will confirm the extent of the Customer's rights to:
  - a. terminate the Agreement and any closely related agreements;
  - b. retain the Agreement and any closely related agreements; or
  - c. retain those services under the Agreement and any closely related agreements that are not subject to the change where such services are offered by plan.com separately to the Service(s) subject to the change.
- 8.8. Early Termination Fees. If the Customer terminates the Agreement or a Service in accordance with clause 8.5, no Early Termination Fees shall be payable under clause 6.7.

## 9. Warranties and indemnities

- 9.1. Each Party warrants on an on-going basis that:
  - a. it has full power and authority to execute, deliver and perform its obligations as set out in this Agreement;
  - b. it shall comply with all Applicable Laws in the provision of, or use of, the Services; and
  - c. this Agreement is executed by its duly authorised representative.
- 9.2. The Customer warrants to plan.com on an on-going basis that it is entering into this Agreement in the course of its business.
- 9.3. Indemnity. The Customer shall indemnify plan.com, and hold plan.com harmless, against all liability, loss, damages, reasonable costs (including all reasonable legal costs), fines, expenses arising or incurred in connection with:
  - a. a breach by the Customer of its responsibilities in clause 5;
  - b. the Customer failing to comply with all Applicable Laws in the receipt and use of the Services and/or Equipment; and/or
  - c. a breach by the Customer of paragraphs 7.1(b)(i)(C) and 7.1(b)(ii)(C) of the my.plan Service Specific Terms (Maps, Location and Self Management).

## 10. Liability

- 10.1. Nothing in this Agreement shall limit or exclude either Party's liability for:
  - a. death or personal injury caused by its negligence;
  - b. fraud; and
  - c. anything else which it cannot by law limit or exclude its liability.
- 10.2. Subject to clauses 10.1 and 10.4 plan.com shall not be liable to the Customer in respect of any (a) loss of profits (whether direct or indirect), (b) loss of revenue, sales or business, (c) loss of anticipated savings, (d) loss of use or corruption of software, data or information, (e) loss of or damage to goodwill, (f) business interruption or wasted expenditure, (g) loss or suspension of service due to the act or omission of a Third Party Provider, and (h) any indirect, consequential or special loss.
- 10.3. Subject to clauses 10.1 and 10.2, plan.com's total liability to the Customer in respect of all events arising in each calendar year, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to the previous 12 months Charges or where a claim arises during the first year of the Term, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim arose.

10.4. Unless expressly set out in this Agreement, all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

## 11. Privacy

11.1. The Parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement. The provisions of the Data Processing Annex shall apply to and govern the processing of Personal Data by each of the Parties.

## 12. Service Monitoring

12.1. To the extent permitted by Applicable Law, plan.com, (subject to being granted third party access) a Partner or a User may access data relating to the usage of the Services by the Customer and its end users, to: (a) comply with Applicable Law; (b) protect the security and integrity of the Network; (c) enable plan.com to investigate and, if possible, resolve any Service quality issues; (d) for training and quality assurance purposes and to meet its legal and regulatory obligations; (e) in relation to plan.com only, to control plan.com's credit risk and the Customer's exposure to fraudulent usage; (f) on the request of the Customer as part of the Services; and/or (g) in relation to a Partner or User, to manage your account, including to add, remove or change Connections, Features and Services and to view invoices.

## 13. Confidentiality

13.1. Each Party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by this clause 13.

13.2. Each Party may disclose the other Party's confidential information:

- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13.4. The Customer shall not be permitted to make any public announcement concerning the existence, subject matter or terms of this Agreement or its relationship with plan.com without the prior written consent of plan.com, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. plan.com may make a public announcement or include on its website and in any sales materials that the Customer is a customer of plan.com.

## 14. Suspension

14.1. plan.com may suspend the Services (in whole or in part), or access to my.plan:

- a. to comply with Applicable Law or the direction of a regulator;
- b. to safeguard the security and integrity of the Network or Users or to reduce the incidence of fraud;
- c. to the extent necessary to carry out testing or maintenance of the Network or upgrade to the Services;
- d. in the event of any technical failure of the Network because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or

- Users' own security;
- e. if the Customer:
    - i. is in breach of clause 5;
    - ii. has failed to pay any undisputed Charges for more than 5 days from the date the amounts were due; or has connected Equipment to the Network which does not comply with the terms of this Agreement;
  - f. if plan.com has the right to terminate this Agreement;
  - g. if plan.com reasonably believes that an event giving rise to a termination right under this Agreement may occur;
  - h. in respect of any Connection which has not been used for a continuous period of 3 months; and/or
  - i. if any Third Party Provider fails to provide, or suspends the provision of, any services under its agreement with plan.com which are necessary for plan.com to provide the Services to the Customer.
- 14.2. plan.com will use its reasonable endeavours to keep any period of suspension and the number of impacted Connections to a minimum and provide as much notice as reasonably practicable of such suspension. The Customer shall remain liable to pay the Charges during any period of suspension.
- 14.3. plan.com may notify the Customer of any upcoming suspension permitted by this clause by including a message in the Customers invoice.

## 15. Termination

- 15.1. Subject to clause 1.3, either Party may terminate this Agreement (in whole or in relation to an individual Service) on no less than 30 days' prior written notice to take effect at the end of the specified calendar month.
- 15.2. Without prejudice to any other rights or remedies, either Party may, by written notice to the other, terminate this Agreement (in whole or in relation to an individual Service) on with immediate effect on written notice if:
- a. the other Party commits a material breach of this Agreement which is incapable of remedy;
  - b. the other party commits a material breach of this Agreement which is capable of remedy and fails to remedy such material breach within 30 days after receiving written notice requiring it to remedy that material breach;
  - c. the other party repeatedly breaches this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to perform its obligations in accordance with this Agreement;
  - d. the other party suspends, or threatens to suspend payment of its debts or, in the case of an individual, is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 268, Insolvency Act 1986, or, in the case of a partnership, has any partner to whom any of the foregoing apply;
  - e. a petition is presented on bona fide grounds, or a resolution is passed, or an order is made, for the winding up, provisional winding up or bankruptcy of the other Party, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that other Party;
  - f. a receiver, administrative receiver, administrator, compulsory manager or any similar officer is appointed in respect of the other party or any of its assets; or
  - g. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(d)- 15.2(f) inclusive.
- 15.3. plan.com may terminate this Agreement (in whole or in relation to an individual Service) at any time if:
- a. the Customer undergoes a change of control;
  - b. the Customer is more than 5 days late in paying any undisputed Charges and fails to make a payment within 5 days of plan.com giving Customer written notice;
  - c. plan.com has suspended provision of the Service for a period of at least 30 days in accordance with clause 14;
  - d. the Customer breaches clauses 5 or 9.2;

- e. plan.com is unable to provide the Services for a period of 60 days due to the circumstances set out in clause 17.3; or
  - f. the Customer cancels a Direct Debit without the prior approval of plan.com.
- 15.4. The Customer may terminate this Agreement:
- a. in accordance with clause 8.5; or
  - b. if a change is made to another agreement between the Parties and plan.com has notified the Customer in writing that it has a right of termination as a result of such change.

## 16. Consequences of termination

- 16.1. All rights and obligations of the Parties shall cease to have effect immediately on termination or expiry of this Agreement except that termination shall not prejudice or affect:
- a. the accrued rights and obligations of the Parties at the date of termination;
  - b. the right to claim damages for losses whenever they occur provided they arise out of an event occurring on or before termination of this Agreement; and
  - c. the continued existence and the validity of the rights and obligations of the Parties under any clauses the survival of which is necessary for the interpretation or enforcement of this Agreement.
- 16.2. On termination or expiry of this Agreement or an individual Service, the Customer and its Users, shall:
- a. stop using the applicable Services and any Equipment owned by plan.com;
  - b. pay to plan.com any outstanding Charges, including unpaid One-Off Usage Charges or Out of Tariff Usage Charges and unpaid invoices within 14 days of termination;
  - c. pay any Early Termination Charge in accordance with clause 6.7; and
  - d. promptly return or make available for collection (at plan.com's discretion), all of plan.com's Equipment. Until plan.com's Equipment has been returned or collected, the Customer shall be solely responsible for its safe keeping.
- 16.3. On termination of this Agreement or an individual Service by the Customer in accordance with clause 8.5:
- a. the Customer shall pay to plan.com any Charges due for the period ending on the day on which the Agreement or Service is terminated; and
  - b. where the Customer chooses to retain Customer Equipment provided by plan.com (and not a Partner) and such Customer Equipment was included within the Tariff for a terminated Service, then the Customer shall pay to plan.com within 14 days of termination the lesser of:
    - i. the remaining value of the Customer Equipment at the time of termination; and
    - ii. a proportion of the Recurring Charges which reflects the provision of the Customer Equipment for the remaining duration of the Minimum Term for the relevant Service.

## 17. General

- 17.1. Notices. Any notice given by one Party to another under this Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post or by email. Any notice for plan.com shall be marked for the attention of Legal and Compliance and delivered to the registered office of plan.com Communications Limited or emailed to [legalnotices@plan.com](mailto:legalnotices@plan.com). plan.com shall deliver any notice for the Customer to the postal and/or email address registered on the Customer's account for billing. Either Party may, by a notice given in accordance with this clause, change its address for the purposes of this clause. Notices delivered by hand or email shall be given on the day of receipt (unless received after 5.00 pm in which case they shall be given on the next Business Day). Notices sent by prepaid first class post or special delivery shall be deemed to have been given two Business Days after the date of posting.
- 17.2. Complaints. If the Customer is not satisfied with the service it has received from plan.com, the plan.com customer support team will be happy to help. See the plan.com website <https://plan.com/complaints-procedure> to find out more.
- 17.3. Force Majeure.
- a. Except in relation to any obligation to make a payment to the other Party and subject to clause 17.3(b), neither Party shall be deemed to be in breach of this Agreement, or otherwise liable to the

other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that such delay or non-performance is due to a Force Majeure Event.

- b. If a Force Majeure Event occurs the affected Party shall:
  - i. notify the unaffected Party in writing setting out the details of the Force Majeure Event and the affected Services as soon reasonably practicable after commencement of the Force Majeure Event;
  - ii. use its reasonable endeavours to mitigate the effect of such Force Majeure;
  - iii. continue performing those obligations under the Agreement that are not affected by Force Majeure Event and in performing those obligations shall use reasonable endeavours to deploy its resources so that (when taken with obligations to any third parties) there is no undue discrimination against the other Party; and
  - iv. the unaffected Party shall be released to the equivalent extent from its obligation to make payment for such services or facilities or from complying with its obligation in relation to them.
- c. When the Force Majeure Event has ceased the affected Party shall recommence the performance of its obligations in full.

17.4. No partnership or agency. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the Parties, or to authorise either Party to act as agent for the other and neither Party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

17.5. Assignment and subcontracting.

- a. This Agreement is personal to the Customer and the Customer may not assign, transfer, charge, resell or otherwise encumber, declare a trust over or deal with in any other manner this Agreement or any right, benefit or interest under it, without the prior written consent of plan.com.
- b. plan.com may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations, including sub-contracting any Services, under this Agreement.

17.6. Cumulative remedies. Save as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17.7. Exclusion of Third Party rights. Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

17.8. Severance. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17.9. No Waiver. No failure or delay by a Party to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

17.10 Entire agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the Parties (oral or written) in relation to such subject matter. Each Party acknowledges that:

- a. upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; and
- b. the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Agreement.

Nothing in this clause 17.10 shall limit or exclude any liability for fraud.

17.11 Counterparts. This Agreement may be executed in any number of counterparts and by the parties in separate counterparts but shall not be effective until each Party has executed at least one counterpart.

Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

- 17.12 **Electronic signature.** Each Party agrees that an electronic signature (whatever form the electronic signature takes) is as conclusive of its intention to be bound by this Agreement as if signed by each Party's manuscript signature.
- 17.13 **Verbal agreement.** Each Party agrees that where an Order is concluded by telephone, that the Customer's verbal agreement is as conclusive of its intention to be bound by this Agreement as if signed by each Party's manuscript signature.
- 17.14 **Further assurance.** At its own expense, each Party shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute all such documents and do all such other acts as are necessary to give full effect to this Agreement.
- 17.15 **Governing law.** This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.16 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

## 18. Definitions

18.1. In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

"Activate"	means when the Service for Connection is activated and ready for use.
"Agreement"	means these General Terms and Conditions, the Data Processing Annex, the applicable Specific Terms and Conditions, the Contract Summary, the Contract Information, the applicable Tariff and Package, the Policies and the Order.
"Applicable Laws"	any law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to this Agreement.
"Bolt-On"	means either a Contractual Bolt-On or a Non-Contractual Bolt-On.
"Business Day"	means a day other than a Saturday, a Sunday, a public or bank holiday in England or Isle of Man.
"Charges"	means the charges for the Services set out in the Commercial Terms, each Order and the Pricing Guide including Recurring Charges, One-off Charges and Out of Tariff Usage Charges as more particularly described in clause 6.2.
"Confidential Information"	means all confidential information which is disclosed, or made available, directly or indirectly by one party to the other whether before, on or after the date of this Agreement, and whether orally, in writing, in electronic form or other media, which relates to a party's business including without limitation its products, operations, processes, plans or intentions, developments, trade secrets, know how, market opportunities, personnel, Plans and customers of the party disclosing it, include reference to any specific information under this Agreement which is confidential, any other information which is identified as being of a confidential nature or would appear to a reasonable person to be confidential and all information derived from any of the above together with the existence or provisions of the Agreement and the negotiations relating to it.
"Connection"	means each connection that has been provisioned for the Customer under this Agreement. Each Connection may have one or more concurrent Services.
"Contractual Bolt-On"	an additional service which will be chargeable from the date of Activation until the end of the Minimum Term and which may be subject to Early Termination Charges.
"Contract Information"	means the information provided to you headed 'Contract Information' before you entered into this Agreement.
"Contract Summary"	means the information provided to you headed 'Contract Summary' before you entered into this Agreement.
"Core Charges"	means Charges payable by the Customer in relation to their Tariffs, Packages and/or Contractual Bolt-Ons.
"CPI"	means the UK Consumer Price Index.
"CPI Rate"	means the CPI 12-month rate as most recently published by the Office for National Statistics or such other body as may replace it.
"Customer"	means the business customer of Plan whose details are set out in the Order and Commercial Terms.
"Customer Data"	means all data: (a) uploaded to, stored on, processed or transmitted using the Software by or on behalf of the Customer or by any person or application using the Services; and (b) otherwise provided by or on behalf of the Customer to Plan for uploading to, storing on, processing or transmitting using the Software;
"Customer-Equipment"	means any Equipment that is not plan.com-Equipment.
"Data Processing Annex"	means the Data Processing Annex which can be found at <a href="https://guides.plan.com/data-processing-annex">https://guides.plan.com/data-processing-annex</a> which forms part of this Agreement.

"Data Protection Laws"	means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("DPA") and (to the extent in force) the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR")); (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time; and (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the GDPR.
"DP Regulator"	means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.
"Early Termination Charge"	means in respect of each Service, an amount calculated by multiplying (a) the number of months (or part thereof) between the date of termination (or proposed date of termination) and the date of expiry of the Minimum Term by (b) the monthly Recurring Charge for that Service as at the date of termination.
"Equipment"	means any hardware (excluding SIMs) for use in receiving or using the Services.
"Feature"	means each feature included in a Tariff, Package or Bolt-On (e.g. Essential, Gold or Platinum) within my.plan, as referenced in the my.plan Specific Terms & Conditions document and my.plan Features Summary list, available at <a href="https://plan.com/features">https://plan.com/features</a> .
"Force Majeure Event"	means a matter beyond a Party's reasonable control including: act of God; lightning; flood; exceptionally severe weather; subsidence; fire; explosion; war; civil disorder; acts of terrorism; nuclear; biological or chemical incident; national or local emergency; statutory obligation; industrial disputes of any third party supplier or either Party's own employees provided that such employees are members of a trade union and that Party has made all reasonable endeavours to prevent and or resolve such industrial disputes from arising; delay or failure or rationing of energy supplies; declaration of a national state of emergency; or any other cause whether similar or dissimilar outside its reasonable control.
"General Terms and Conditions"	means these general terms and conditions which govern the provision of the Services.
"Gateway"	means any equipment containing one or more SIMs for one or more mobile networks, which enables the routing of calls and/or SMS and/or any other form of communication from fixed apparatus to Mobile Equipment.
"In-Life Bolt-On"	means Features, Bolt-Ons and any other similar bolt-on to a Service for a Connection as made available by Plan from time to time.
"IoT Services"	has the meaning given in the Specific Terms and Conditions.
"Minimum Term"	means the Minimum Term for each Service in relation to a Connection and as set out in the applicable Order or added in any other way from time to time. To the extent that plan.com offers the Customer the ability to set an end date for a Non-Contractual Bolt-On on my.plan this shall not constitute a Minimum Term.
"my.plan"	means the my.plan Service and online portal.
"Network"	means the electronic communication network(s) used by Plan and Third Party Providers to provide the Services.
"Non Contractual Bolt-On"	means an additional Service which can be added to and removed from this Agreement in relation to a Connection which has no Minimum Term, including (without limitation) One-Off Bolt-Ons.
"Ofcom Spend Cap"	means the regulated cap for all Out-of-Tariff Charges on a mobile Connection.
"One-Off Bolt-Ons"	means a Non Contractual Bolt-On which in accordance with its Specific Term and Conditions expires automatically at the end of the calendar month it is Activated.
"One-Off Charges"	One-off non-recurring charges for Services and/or Equipment as further described in clause 6.2(b).



"Order"	means each order form submitted by or on behalf of the Customer for a Service(s) to a Connection
"Out-of-Tariff Charges"	means the Charges set out here: <a href="http://planguideswebsite.azurewebsites.net/additional-charges/">http://planguideswebsite.azurewebsites.net/additional-charges/</a> as updated by plan.com from time to time.
"Package"	means the category or tier that determines which Features are available to the Customer and means either Essential, Gold or Platinum or as otherwise described in the Features Summary.
"Partner"	means a third party partner who may support the Customer in respect of this Agreement.
"Party" or "Parties"	means each of the Customer and Plan (as applicable).
"Permitted Change"	has the meaning given in clause 8.4.
"plan.com"	means Plan Communications Limited, a company incorporated and registered in the Isle of Man (company number: 010273V) with registered address: No.5 Victoria Street, Douglas, Isle of Man, IM1 2LR.
"plan.com-Equipment"	means any Equipment which is owned by plan.com.
"Policies"	means plan.com's acceptable use policy, privacy policy, cookies policy and any other policy made available from time to time at <a href="http://www.plan.com">www.plan.com</a> or via my.plan.
"Pricing Guide"	means the standard price list for the Services and In-Life Bolt-Ons including how usage charges and roaming charges are calculated and is available at <a href="https://guides.plan.com/pricing/">https://guides.plan.com/pricing/</a> which may change from time to time;
"Recurring Charges"	means any recurring/regular Charges paid by the Customer on a monthly, quarterly or annual basis, as further described in clause 6.2(a)
"Roaming"	means the use of any Service whilst outside of the UK;
"Roaming Cap"	means a cap on the usage of a mobile connection whilst Roaming;
"Service Commencement Date"	the date a Service commences as set out in clauses 1.2 and 1.3.
"Services"	means the Services provided by Plan under this Agreement and set out in each Order including (without limitation) any Features and/or Bolt-Ons.
"SIM"	means a subscriber identity module and includes physical or electronic versions.
"Specific Terms and Conditions"	means the terms and conditions which apply to each Service as updated from time to time.
"Spending Limit"	means the flexible spending limits made available for each Connection in my.plan.
"Tariff"	means the pricing plan, including inclusive data, voice, SMS allowances and Features for the applicable Service and set out in each Order.
"Term"	has the meaning set out in clause 1.1.
"Third Party Provider"	means any third party service provider, including a Network operator, which provides a service or Network used in the provision of the Services.
"Users"	means an individual end user of the Services who is authorised to use the Services by the Customer.
"VAT"	means value added tax as provided for in the VATA and any other tax of a similar nature.
"VATA"	means the Value Added Tax Act 1996 (of Tynwald) and references to the VATA shall include all statutes, laws, regulations, notices, directions or similar provisions relating to any value added, turnover, sales, purchase or similar tax of the United Kingdom or of any other applicable jurisdiction and references to value added tax or to VAT shall be construed accordingly.

18.2. In this Agreement, unless the context otherwise requires:

- a. words in the singular include the plural and vice versa and words in one gender include any other gender;
- b. a reference to a statute or statutory provision includes:
  - i. any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and
  - ii. any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- c. a reference to:
  - i. any party includes its successors in title and permitted assigns; and
  - ii. party, clause and schedule is to a party to, a clause of and a schedule to this Agreement;
  - iii. a person includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
- d. the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words;
- e. if there is any conflict or inconsistency between the (1) Data Processing Annex, (2) the Order, (3) applicable Specific Terms and Conditions, (4) General Terms and Conditions, (5) Contract Summary, (6) Contract Information, (7) applicable Tariff and Package, (8) Policies and (9) any document referenced in this Agreement, the order of precedence is as set out in this clause in decreasing order of precedence; and
- f. the headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

# Specific Terms and Conditions - my.plan

These Specific Terms and Conditions apply to the my.plan Service.

## 1. Service Description

- 1.1. The my.plan Service is an online platform that can be accessed by the Customer internet browser or mobile app in order to manage its account and Services from any device at any time. my.plan enables advanced access to the Customer account to monitor and control how the Services are being used.
- 1.2. Features.
  - a. Each Customer will be able to access and manage certain Features that will apply to individual Services depending on the tariff Package and/or Bolt-Ons associated with each Service.
  - b. The Features included in each Package and/or Bolt-Ons available for purchase in each Package is set out in my.plan and available on the Features Summary List, which can be found at <https://plan.com/features>
  - c. The Package for each Connection set out in the applicable Order and any additional Bolt-Ons selected shall determine each Service's Features that the Customer can access via my.plan.

## 2. Definitions

The following definitions shall apply to these Specific Terms and Conditions in addition to those set out in the General Terms and Conditions:

"Authorised User"	means a my.plan User who has been provided with specific permission by the Customer via my.plan to access either the Call Recording or Live Call Monitoring Feature sections on my.plan.
"Features Summary"	means a summary of the Features included in each Service's tariff Package or available as Bolt-ons available for purchase, which are set out within my.plan and can be found at <a href="https://plan.com/features">https://plan.com/features</a>
"my.plan User"	means an individual who the Customer has authorised to access my.plan.
"my.plan App"	means the my.plan mobile application downloaded from the Apple App Store or Google Play Store, which enables my.plan Users to access my.plan on their mobile or tablet device.
"Package"	means the tariff Package that determines which Features are available to each of the Customer's Services and means either Essential, Gold or Platinum, or as otherwise described in the Features Summary.
"Soft Phone"	either an application for a mobile device or a browser extension for a laptop or desktop computer made available by plan.com that enables the User to receive and make calls via the Hosted Voice Service.

## 3. my.plan platform

- 3.1. Access to my.plan. The Customer shall have access to my.plan to manage its account and the Services it receives from plan.com.
- 3.2. Account Creation. The Customer will be required to set up an account with plan.com, including access to my.plan and accept any applicable terms of use, in order to access all the Features on my.plan. It is the Customer's responsibility to keep, and to ensure that each my.plan User keeps, its account details and passwords confidential and not to disclose them to any other person for any reason. The Customer is fully responsible for all action taken using its, or an individual my.plan User's, account details and passwords. The Customer shall advise plan.com immediately if any unauthorised third party becomes aware of the Customer's or a my.plan User's account details or passwords.
- 3.3. Account suspension. plan.com shall be entitled to suspend a Customer's account if, at any time, plan.com considers that there has been or is likely to be a breach of security in relation to Customer's account access. plan.com may treat any breach of this Agreement by anyone using Customer's account details as a breach by Customer.

- 3.4. Third party access. Where a Customer grants access to a Partner or any other third party to access its account ("Third Party Access"), the Customer authorises the Partner or other third party (as applicable) to manage the Customer's account, and access the Customer's my.plan Service, on behalf of the Customer including to add/remove Features, Bolt-Ons, create/remove usage and charge restrictions and spending caps, and to review usage, charges and personal data on the account. The Customer shall be responsible for all actions taken by the Partner in respect of the Customer's account. The Customer may amend or remove Third Party Access at any time within my.plan or by contacting help@plan.com.
- 3.5. Access to Data. The Customer acknowledges that my.plan may include details of usage for each Connection and access to such data should be limited to individuals who need access to such data to perform their role for the Customer. The Customer is responsible for ensuring that any data accessed and downloaded (where available) via my.plan is stored safely and securely. plan.com is not responsible for any data (e.g. a bill) once it has been downloaded.
- 3.6. Minimum term and Changes to Features or Packages.
  - a. Features will be subject to a minimum term that is equal to the Minimum Term of the Connection to which the Feature relates;
  - b. the Customer may change any Features during the applicable Minimum Term. However, an early termination charge may apply. Details of early termination charges are set out in the Pricing Guides and/or the Order;
  - c. any upgrade to the Package may be subject to a new Minimum Term; and
  - d. any downgrade to the Package may be subject to a downgrade charge equal to the charge for the remainder of the previous Minimum Term for that Package as set out in the Pricing Guides or the Order.
- 3.7. Permitted Users. The Order and the Package will determine how many concurrent Users are permitted to use the Service if applicable.

#### 4. Minimum Requirements

- 4.1. The Customer will have access to my.plan provided that it has at least one active service from plan.com, even if that service is provided under a separate Order.

#### 5. Customer Responsibilities

- 5.1. The Customer shall:
  - a. distribute, manage and maintain my.plan User profiles, permissions and other systems administration information relating to the control of Users' access to the my.plan Service;
  - b. only allow one individual to use each my.plan User account/profile;
  - c. be responsible for labelling each Service in my.plan
  - d. ensure the security and proper use of all my.plan User accounts/profiles, passwords and other systems administration information used in connection with the my.plan Service; and
    - i. notify plan.com immediately if any account details, or passwords are, or are likely to, become known to an unauthorised third party, or is being used in an unauthorised way;
    - ii. immediately revoke or terminate access for a person who is no longer authorised to use my.plan;
    - iii. take reasonable steps to prevent unauthorised access to my.plan;
    - iv. take all appropriate technical and organisational measures to ensure the security and integrity of the account details and passwords and comply with any instructions from plan.com in respect of the reset of any password; and
    - v. ensure that each my.plan User uses the my.plan Services in accordance with the terms of this Agreement and Applicable Law.

#### 6. Service Limitations

- 6.1. Usage data (including location data) will be available when a Mobile Service is connected to a WiFi network or hotspot if: (i) the usage data is accessed via the my.plan App; (ii) the my.plan App is open; and (iii) the End User grants the my.plan App permission to use the location data. For example if a Connection is accessing data via WiFi, it will not be possible to categorise data usage on a Connection and Features such as Productivity Controls or Security Controls will not be available.

- 6.2. All data and information provided via my.plan is indicative only and plan.com makes no warranty as to its accuracy or completeness.
- 6.3. The functionality and Features available via a desktop browser may differ from those available via the my.plan App.

## 7. Features

### 7.1. The following terms apply to the relevant Features

#### a. Support

- i. **Description:** This Feature provides the Customer with increased levels of support and service dependent upon the Package purchased.
- ii. **Limitations:** While we will make reasonable endeavours to meet the support levels outlined in the Features, Customer acknowledges that plan.com cannot guarantee that it will be provided fault-free. Our support services may be impacted by factors outside our control such as the unavailability of the Network, Force Majeure together with scheduled or unscheduled maintenance. Time is not of the essence.
- iii. **Customer Responsibilities:** Customer will provide all necessary information and assistance related to the service performance to enable plan.com to meet the support levels committed under the Package. Customer will inform plan.com regarding any change in business requirements that may impact plan.com's ability meet the support levels committed under the Package.

#### b. Map, locations and self-management

##### i. Location

- A. **Description:** This Feature provides the Customer with a global map-view of where each Connection is located. By default, the last known location of each Connection is shown on a Customer's my.plan map. Upgrading a Connection to Gold or Platinum Package gives Customers additional levels of insight.

plan.com recommends that the Customer seeks independent legal advice concerning the tracking of Connections using this Feature.

##### B. Limitations:

- i. **Mobile Connections, Mobile Broadband and IOT:** If a User enables GPS location data to be collected, a Connection's location is calculated from GPS data from the my.plan app. If the my.plan app has not been downloaded, is not in use and/or GPS data sharing is disabled for the app/Connection, an approximate location is calculated based on the last mobile data received via cell towers provided by the Connection combined with any additional anonymised mobile data as to the coverage area of the most recent cell tower to which it connected. If no cell tower connectivity is provided or no location data is available from a particular cell tower, the location of the Connection will be shown in the middle of the country in which it is located. Accuracy of the location displayed will depend on the my.plan Package. For more information about mobile location, see the Location Services guide at <https://guides.plan.com/location>.
- ii. **Hosted Voice Service Connections:** Customers can assign a unique address for each Hosted Voice Service Connection. By default, this will be Customer's registered office unless the Customer registers a different address and a unique Caller ID (Caller Location Information) is assigned. Customer must ensure that the address registered to each Hosted Voice Service Connection reflects the address of the place where the Hosted Connection is to be used in order to ensure that the location of that Hosted Connection can be identified in the event of a call made to the emergency services. In order for the emergency services to recognise the location of each extension, the Customer must allocate (i) a Caller ID; and (ii) register an address against each Caller ID; (iii) associate a Caller ID

with each extension.

C. Customer Responsibilities: The Customer shall be solely responsible for complying with all Applicable Law and guidance issued by any applicable regulatory authority in respect of the collection of personal data using this Feature.

- i. It is the Customer's responsibility to maintain an accurate record of the location information for each extension so that plan.com can supply the information to the emergency services. plan.com is not liable for any consequences of the Customer failing to provide accurate and up to date location information.
- ii. If the Customer fails to provide accurate User location information in accordance with this paragraph, the Customer location information that plan.com provides to the emergency services will be based on the registered office of the Customer.
- iii. If the Customer has a reasonable expectation that the Hosted Voice Service is to be used in multiple locations, plan.com recommends that the Customer updates the location information associated with it whenever accessing the Hosted Voice Service from a new location.
- iv. If the Customer does not update plan.com with changes to the location, it accepts that it may not be possible for emergency operators and authorities to identify the Customer's location and phone number when they dial 112/999.

ii. Detailed Location tracking

A. Description: This Feature enables Customers to hide or show the location of a specific Connection (together with its recent movements) on the my.plan map. If the Connection is hidden, it will not be available to select from the map and will not be included in the map's connection counts.

plan.com recommends that the Customer seeks independent legal advice concerning the tracking of Connections using this Feature.

B. Limitations: If a User enables GPS location data to be collected, a Connection's location is calculated from GPS data from the my.plan App. If the my.plan App has not been downloaded, is not in use and/or GPS data sharing is disabled for the app/Connection, an approximate location is calculated based on the last mobile data received via cell towers provided by the Connection combined with any additional anonymised mobile data as to the coverage area of the most recent cell tower to which it connected. If no cell tower connectivity is provided or no location data is available from a particular cell tower, the device will be shown in the middle of the country in which it is located. Accuracy of the location displayed will depend on the my.plan Package. For more information, see the Location Services guide at <https://guides.plan.com/location>.

C. Customer Responsibilities: The Customer shall be solely responsible for complying with all Applicable Law and guidance issued by any applicable regulatory authority in respect of the collection of personal data using this Feature.

c. Usage and Charges

- i. Description: Through my.plan, Customers will have the ability to review, analyse and download summaries of Connection-specific usage (e.g. calls, data and texts) and any Charges incurred as a result of that usage.
- ii. Limitations: The categorisation of usage is provided by an independent body. plan.com is not responsible if usage is incorrectly identified or categorised or uncategorised within my.plan.
- iii. Customer Responsibilities: Customer may only rely on its invoice as an accurate record of billing. All other summaries are indicative only. Customer must raise any queries in respect of its invoices in accordance with clause 6.2 of the General Terms and Conditions.

d. Data, Calls and Text Controls

- i. Description: These Features enable the Customer to block or allow access to specific types of usage. These controls work in addition to Spending Limits and Ofcom Spend Caps - adding or removing a Spending Limit or Ofcom Spend Cap will not remove access controls. Adding a Bolt-On will not remove any existing access controls. The following access controls are available:
  - A. DATA BLOCK: Activating a Data Block prevents the Connection from accessing mobile data. This means it can no longer access the internet or use applications that require data.
  - B. ROAMING DATA, CALLS & SMS: Activating a Roaming Data, Call and SMS Block prevents the device from accessing mobile data, making and receiving calls, and sending texts while outside of the UK. This includes destinations within our plan.com Europe Zone.
  - C. RESTRICT INCOMING CALLS: Restrict the ability for the connection to receive calls.
  - D. RESTRICT OUTGOING CALLS: Restrict the ability for the connection to make outgoing calls (other than to emergency services).
  - E. INCOMING SMS: Incoming SMS restrictions prevent a service from receiving text and MMS messages from their service.
  - F. OUTGOING SMS: Outgoing SMS restrictions prevent a service from sending text and MMS messages from their service.
  - G. MMS: Multimedia Messaging Service (MMS) are a method to send content such as pictures and sound clips via a message. They are not included in standard SMS allowances. This feature enables or disables a Connection's ability to send and receive MMS.
- ii. Limitations: Access controls require usage bars placed at Network level. Adding and removing these restrictions are subject to delay and can take up to 72 business hours. The quality and ability to undertake WiFi calling will depend on the WiFi service being utilised and call quality may be negatively impacted if the WiFi quality is insufficient.

e. Device Controls

- i. Description: my.plan enables the Customer to manage the following in relation to its Mobile Equipment:
  - A. CHANGE DEVICE NAME: Assign and update a unique label to be associated with each Connection.
  - B. LOST OR STOLEN: Apply a series of restrictions on a Connection and a device where a device has been lost or stolen to prevent either the Connection or device from using any Service (e.g. Mobile Services).
  - C. PUK CODES: If a PIN has been setup on a SIM as an extra security measure, the User will need to type it in each time the User turns on or restart their device. If a PIN is entered incorrectly 3 times in a row, the handset will be locked, and the User will be prompted to enter a PUK (Personal Unblocking Code) to unblock it. plan.com provides the PUK codes via my.plan for such purposes.
  - D. RESTRICT SERVICES: Similar to Lost Or Stolen but for connections that have not been lost, selecting this option applies a series of restrictions on a Connection (but not a device) to prevent it from using any Service (e.g. Mobile Services).
  - E. SIM SWAP: If a Customer has been sent a new plan.com SIM, the Customer can activate it on my.plan.
  - F. NEW NUMBER: Request a new number for a Connection.
- ii. Limitations: Features such as Lost Or Stolen and Restrict Service require usage bars placed at Network level. Adding and removing these restrictions are subject to delay and can take up to 72 business hours. SIM Swaps and New Number requests may be subject to additional Charges. Customer acknowledges that if a Lost or Stolen device is subsequently recovered, the ability to reverse any restrictions applied is not guaranteed and will depend upon

factors such as whether the SIM has been swapped or replaced. Any restrictions applied using the Lost or Stolen Feature or the Restrict Services Feature will not prevent the device from using WiFi.

- iii. **Customer Responsibilities:** Customers are responsible for ensuring that its Equipment (including mobile devices) are used responsibly at all times. Devices that are lost, stolen, or compromised must be reported to plan.com immediately either through the addition of a Lost or Stolen restriction or by contacting plan.com directly. PUK Codes must be kept safe to ensure a device cannot be accessed following incorrect attempts at unlocking its security settings.
- f. **Premium, Chargeable and Roaming Controls**
- i. **Description:** The Customer can apply the following call and SMS restrictions using my.plan:
    - A. **PREMIUM CALL CONTROLS:** Premium call restrictions prevent a Connection from making calls to premium rate numbers (also referred to as special and non-geographic numbers), which are not included in a Connection's agreed call allowance.
    - B. **CHARGEABLE CALL CONTROLS:** Chargeable call restrictions prevent a service from making calls that are not included in a Connection's standard call allowance, such as premium rate, international, non-geographic and roaming calls.
    - C. **ADULT PREMIUM CALL CONTROLS:** Adult premium call restrictions help to prevent a service from making calls to adult-oriented premium- rate numbers.
    - D. **ADULT CHAT & PREMIUM TEXT CONTROLS:** Adult chat and premium text restrictions help to prevent a service from communicating with adult-oriented premium-rate services.
    - E. **INTERNATIONAL CONTROLS:** International Call restrictions prevent a service from calling numbers outside of the UK.
    - F. **INTERNATIONAL (EXCLUDING WHILE ROAMING) CONTROLS:** International calls (except roaming) restrictions prevent a service from making international calls. This includes calls from the UK to non-UK destinations. The only exceptions to this is while roaming, the service can make calls in-country e.g. America to America, or calls to the UK while roaming e.g. America to UK.
    - G. **ROAMING CONTROLS:** Roaming data restrictions prevent the Connection from accessing data while Roaming outside of the UK.
    - H. **DIRECTORY ENQUIRIES:** Directory Enquiries restrictions prevent the Connection from calling numbers beginning 118 (Hosted Voice only).
  - ii. **Limitations:** The categorisation of usage is provided by an independent body. plan.com is not responsible if usage is incorrectly identified or categorised within my.plan.
- g. **Spend Controls**
- i. **Description:** Spend Controls and Alerts help to prevent or limit additional usage charges by setting a limit on the amount of additional usage charges that can be generated on each connection. There are three types of Spend Controls and Alerts:
    - A. **Ofcom Spend Cap:** The Ofcom Spend Cap enables Connections to generate data, call and text usage Charges until the Connection reaches the amount it has set as the applicable Ofcom Spend Cap for the relevant Connection. As per the regulations, Customers are notified in reasonable time if a bill cap is likely to be reached before the end of the billing period and as soon as practicable after the limit has been reached. Once the Ofcom Spend Cap is reached, all usage that would otherwise incur additional Charges will be restricted. Restrictions are removed automatically at the end of each month and the Ofcom Spend Cap will (unless removed or amended) be reset for the following month. The Ofcom Spend Cap is incompatible with Spending Limits (see paragraph ii).



- B. Spending Limits: Spending Limits operate in a similar way to the Ofcom Spend Cap in that a Customer can set specific individual and independent limit to each Connection to the following different categories of usage: UK Data, UK Calls, UK Texts, Roaming Data, Roaming Calls and Roaming Texts. Each Spending Limit allows the Connection to generate additional usage Charges up to the Spending Limit, at which point restrictions are automatically applied that prevent further usage and Charges from being incurred within that usage category. Restrictions are removed automatically at the end of each month and the Spending Limit will (unless removed or amended) be reset for the following month. Although not a regulated service, Customers are notified in reasonable time if a bill cap is likely to be reached before the end of the billing period and as soon as practicable after the limit has been reached. However, these do not apply to unlimited allowances such as unlimited calls and texts. Spending Limits are unavailable on the Essential Package and incompatible with the Ofcom Spend Cap.
- ii. Limitations: As set out in the General Terms and Conditions, the Customer may apply, remove, or vary, a spending cap on any Connection at any time but may only have one type of spending cap on each Connection at one time. plan.com will apply a spending cap to the Connection within a reasonable timeframe following the Customer request. Any applicable Out-of-Tariff Charges incurred before the spending cap is effective or after a spending cap has been removed will be chargeable in accordance with this Agreement. The application of Spending Limits or Ofcom Spend Cap and/or related notifications may be delayed where there is a delay in plan.com receiving the call data records in respect of the Connection, for example, from foreign network operators when the Connection is Roaming.
- iii. Self Management
  - A. Description: Self Management enables Connections that are restricted by Ofcom Spend Caps or Spending Limits to add Bolt-Ons or adjust the applicable Cap in order to stay connected and control costs. Elected contacts (e.g. billing contacts) can choose to be notified when Spending Limits or Ofcom Spend Caps are reached and if a Bolt-On is added or a Spending Limit or Ofcom Spend Cap is increased. This ensures that businesses can stay informed, in control of their bills and connected at all times.
  - B. Limitations: Self Management is enabled even when data is restricted by a Spend Cap. However, Connections must have access to a mobile data signal: Self Management does not work over WiFi and does not work if there is no available mobile data service.
  - C. Customer Responsibilities: By giving authority for a Connection to Self Manage, the Customer is enabling the User of the Connection to increase their Ofcom Spend Cap or Spending Limit, which as a result may incur additional Charges.
- h. Security Controls
  - i. Description: The Customer can apply the following security controls using my.plan:
    - A. VPN: A VPN or Virtual Private Network is a connection method used to add security and privacy to private and public networks, like WiFi Hotspots and the Internet. Virtual Private Networks are also used by companies to protect sensitive data.
    - B. MALWARE: Malware, or malicious software, is any program or file that is harmful to a computer user. Types of malware can include computer viruses, worms, Trojan horses and spyware.
    - C. ADBLOCK: Adblock is a content filtering and ad blocking service. Adblock allows users to prevent page elements, such as advertisements, from being displayed.
    - D. BOTNET: A botnet is a network of devices, connected via the Internet, working together to provide a service - anything from running a chat room

to performing distributed denial-of-service attack (DDoS attack), stealing data, or sending spam. Botnets allow the attacker to access the device and its connections.

- ii. Limitations: Information regarding the data usage of Mobile Services will not be available when that Service is being used via a Wi-Fi connection, therefore data usage on Wi-Fi cannot be controlled by these restrictions. The identification and categorisation of Malware, AdBlocks and Botnets is provided by an independent body. plan.com is not responsible if data usage is incorrectly identified or threats are not detected.

- i. Bulk Management

- i. Group Profiles

- A. Description: The Customer can apply and manage Features to multiple Connections by allocating individual Connections to a defined group or profile.
    - B. Limitations: The ability to manage specific Features via a group profile will be dependent upon the Features applied to a Connection. A Connection can only be applied to one group profile at a time. Group profiles cannot be applied retrospectively: a customer cannot request the Feature for previous months or retrospectively update group profiles.
    - C. Customer Responsibilities: Customer is responsible for allocating Connections to specific group profiles.

- ii. Billing Customisation

- A. Description: Billing Customisation will allow Customers to request additional bill summaries that are unique and applicable to their business (e.g. in respect of cost centres). These customisations enable the Customer to modify the appearance and categorisation of costs as they appear on the Customer's invoice by grouping charges according to cost centres.
    - B. Limitations: The number of billing groups or cost centres available is defined by the Package. A Connection can only be applied to one billing group and/ or cost centre at a time and all usage for a Connection will be attributed to the cost centre that a Connection is applied to at the end of each month. Billing Customisation is not retrospective: a customer cannot request the feature for previous months or retrospectively update existing billing group or cost centres.

- j. Productivity Controls

- i. Description: The Customer can apply the following data controls using my.plan:

- A. PERSONAL HOT SPOT (TETHERING) RESTRICTION: Personal Hot Spots (also known as data tethering and data sharing) enable a Connection to share its mobile data allowance with other devices in its vicinity. This includes but is not limited to other mobile phones, tablets, laptops, smart televisions and games consoles.
      - B. STREAMING CONTENT DATA CONTROLS: Activating the Streaming Content Data Restriction helps to prevent or limit the streaming bitrate of a Connection from accessing sites and applications that have been categorised by an independent body as providing streaming content such as streaming film, television, video or music. The list of sites and services is constantly being revised and updated.
      - C. SOCIAL MEDIA CONTENT DATA CONTROLS: Activating the Social Media Content Data Restriction helps to prevent a service from accessing sites and applications that have been categorised by an independent body as providing social media content such as Facebook, Twitter, Instagram, LinkedIn and YouTube. The list of sites and services is constantly being revised and updated.
      - D. GAMBLING CONTENT DATA CONTROLS: Activating the Gambling Content Data Restriction helps to prevent a service from accessing sites and applications that have been categorised by an independent body as

providing gambling content and services such as online betting and games.

E. ADULT CONTENT DATA CONTROLS: Activating the Adult Content Data Restriction helps to prevent a service from accessing sites and applications that have been categorised by an independent body as providing adult content such as pornography, sexually explicit materials, graphic violence, adult services and adult chat.

ii. Limitations: Information regarding the data usage of mobile Services will not be available when the Mobile Service is being used via a Wi-Fi connection, therefore data usage on Wi-Fi cannot be controlled by these restrictions.

k. SIM and Number Swaps

i. SIM Swaps

A. Description: A new SIM may be required if a handset was lost/stolen, the Customer requested a number, or if a Customer is changing to a handset that uses a different sized SIM. If a physical SIM is required, it will be sent to the Customer's registered address.

B. Limitations: Customers who have been sent a new plan.com SIM will need to activate it before the Service can be switched / connected.

ii. Number Swaps

A. Description: New numbers can be requested by the Customer at any time. Charges may apply.

B. Limitations: Numbers are taken at random from a pool of numbers that are available to plan.com and will be assigned to the Connection by plan.com.

C. Customer Responsibilities: Once a new number has been allocated, the Customer may need to request a SIM Swap and activate the new SIM before the number is activated on the Connection.

l. Call Recording

i. Description:

A. This Feature enables the Customer to record incoming and outgoing calls relating to specific Services. Calls are saved as digital sound files, which can be accessed shortly after each call terminates only by my.plan Authorised Users using my.plan. Once activated, the Call Recording Feature will continue until the Customer requests plan.com to stop the Feature by contacting the support team. Authorised Users are able to search for and playback call recordings. All my.plan User access to the call recordings are recorded and are searchable and reportable. Call recordings are kept for 3 months when using the Call Recording Lite Feature or if the Call Recording Ultimate Feature is selected until the Agreements comes to an end or the use of the Call Recording Ultimate Feature is terminated. Call Recording Lite provides 1,000 minutes of recorded calls per Service per month, Call Recording Ultimate provides 5,000 minutes of recorded calls per Service per month. To apply with Applicable Laws, Call Recording cannot be turned off or paused once activated. Any recordings that exceed the allowances will be subject to additional charges. Pricing is available by visiting <https://plan.com/pricing#hosted>

The Call Recording Feature is provided by Aeriandi Limited (a Third Party supplier).

ii. Compliance with Applicable Laws:

A. The interception and recording of calls is highly regulated and it is the Customer's responsibility to ensure that it complies with all Applicable Laws in relation to its use of the Call Recording Feature.

B. The Customer acknowledges that plan.com:

i. will not and does not purport to provide any legal, advice under this Agreement or otherwise to the Customer;

ii. does not warrant or represent that the use of the Call Recording

Feature by the Customer will in all circumstances be lawful or meet the Customer's specific business needs; and

- iii. has advised the Customer to take independent legal advice in relation to its use of the Call Recording Feature which is used by the Customer entirely at the Customer's risk.

iii. Limitations:

- A. This Feature is only available to Customers that purchase the Hosted Voice service.
- B. Recordings will be stored in a cloud-based storage facility provided by a Third Party. Each Customer's recordings and SMS are stored in a separate database with separate encryption keys. If the storage facility:
  - 1. reaches its storage capacity;
  - 2. loses connection with the plan.com systems; or
  - 3. is unavailable for any other reasonthe Customer may lose access to the call recordings enabled by plan.com and plan.com shall have no liability in respect of any lost recordings.
- C. If a call is unanswered and forwarded to another Connection the Call Recording Feature will be stopped and the forwarded call will not be recorded.
- D. The Third Party does not provide a back-up of any call recordings or SMS nor guarantee the integrity or accuracy of any call recording. If the Customer wishes to keep any back-up of call recordings or SMS, it should ensure it is done so in accordance with all Applicable Law (including Data Protection Laws). The Third Party will delete the call recordings within 60 days of the expiry and non-renewal of the Term or termination of the Agreement or of the Call Recording Feature.
- E. In the event of one or more Services being removed the Call Recording Feature but other Services still being active and recorded, an additional monthly retention fee will be applied. Please see the plan.com Hosted Voice pricing guide for details: <https://plan.com/pricing#hosted>
- F. plan.com shall have no liability for any loss or corruption to data in the Customer's storage facility.
- G. In relation to call recording conducted on behalf of the Customer, to the extent that any such call includes any personal data, plan.com shall act as the Customer's data processor when processing such personal data and each Party shall comply with the Data Processing Annex.
- H. The Call Recording Lite Feature automatically deletes call recordings after three months.

iv. Customer Responsibilities:

- A. The Customer shall:
  - i. be solely responsible for complying with all Applicable Law (including Data Protection Laws) and guidance issued by any applicable regulatory authority in respect of the interception of calls and collection of personal data using the Call Recording Feature;
  - ii. not knowingly use the Call Recording in connection with any unlawful, illegal, fraudulent, misleading or harmful purpose or activity and shall at all times comply with the associated Acceptable Use Policy, set out here: <https://guides.plan.com/call-recording-aup/>;
  - iii. ensure that it makes it clear to all Users and potential participants in any calls that calls may or will be recorded and that in relation to each call that is to be recorded ensure that each participant in the call has been notified that the call is going to be recorded at the start of the call and (where appropriate) seek consent in accordance with Applicable Laws (including Data Protection Laws);
  - iv. be responsible for

1. ensuring that it has in place appropriate policies and/or processes to ensure that it complies with all Applicable Laws including training the Authorised Users in relation to their obligations when using accessing the Call Recording Feature;
  2. defining login and access permissions to determine which Authorised Users are able to access, retrieve and delete call recordings;
- v. be responsible for the reliability, integrity, accuracy and quality of all content stored in the storage facility.
- B. The Customer is responsible for paying any additional charges incurred in the event of call recordings exceeding the monthly allowance associated with their chosen Call Recording product.
- C. The Customer shall indemnify plan.com, and hold plan.com harmless, against any losses, damages, claims, obligations, liabilities, costs and expenses (including legal fees and any costs and expenses incurred in investigating, preparing, defending or prosecuting any litigation, claim, proceeding or demand) arising out of or in connection with any claim or cause of action arising against plan.com as a result of the Customer's use of the Call Recording Feature.

m. Live Call Monitoring

i. Description:

- A. Live Call Monitoring enables Authorised Users to access live calls to monitor the conversation. In addition, it enables an Authorised User to:
- i. join an existing call to create a conference call ('Barge');
  - ii. speak to one party on a live call without the other party hearing the conversation ('Whisper'); or
  - iii. terminate the call ('Terminate').

ii. Compliance with Applicable Laws:

- A. The interception of calls is highly regulated and it is the Customer's responsibility to ensure that it complies with all Applicable Laws in relation to its use of the Live Call Monitoring Feature.
- B. The Customer acknowledges that plan.com:
- i. will not and does not purport to provide any legal, advice under this Agreement or otherwise to the Customer;
  - ii. does not warrant or represent that the use of the Live Call Monitoring Feature by the Customer will in all circumstances be lawful or meet the Customer's specific business needs; and
  - iii. has advised the Customer to take independent legal advice in relation to its use of the Live Call Monitoring Feature which is used by the Customer entirely at the Customer's risk.

iii. Limitations:

- A. This Feature is only available to Customers that purchase the Hosted Voice service.
- B. The Live Call Monitoring Feature is only available with Platinum Tariffs.

iv. Customer Responsibilities:

- A. The Customer shall:
- i. be solely responsible for complying with all Applicable Law (including Data Protection Laws) and guidance issued by any applicable regulatory authority in respect of the interception of calls and collection of personal data using the Live Call Monitoring Feature;
  - ii. not knowingly use the Call Recording or Live Call Monitoring Features in connection with any unlawful, illegal, fraudulent, misleading or harmful purpose or activity and shall at all times comply with the associated Acceptable Use Policy (as applicable);



'Ring Groups', 'Call Queues' or 'IVRs', and can be accessed and managed via my.plan.

ii. Limitations:

A. Up to 200 messages can be saved at any time. If this limit is reached, no more messages will be saved. Messages can be archived at any time to ensure the limit is not reached. Messages are retained for 60 days, at which time they will be automatically archived.

iii. The Customer shall:

- A. The Customer is responsible for managing the mailboxes in order for messages to be recorded without being impaired by the message limit
- B. The Customer is responsible for managing the PINs allocated to each mailbox and ensuring that these numbers are only shared with people with the authority granted by the Customer to access them, or to change the PINs if they believe the mailboxes are being accessed by Persons who do not have the authority to do so

q. Phone Books

i. Description:

A. Phone Books enables the Customer to add, manage, remove and allocate phone books with Hosted Voice desk phones. Phone books can be allocated per desk phone. Phone books store a person or company's name/label, and assign three different numbers (office, mobile, home/other).

ii. Limitations:

A. Up to 5 phone books can be allocated per Hosted Voice desk phone (the number of phone books depends on the make and model of the desk phone).

iii. The Customer shall:

A. The Customer is responsible for managing the phone books and ensuring the details are accurate and up to date

r. Blocked Numbers

i. Description:

A. Blocked Numbers enables the Customer to prevent calls from external numbers reaching their Connections by adding them to the Blocked Numbers Feature and providing notes on why the number has been blocked (optional)

ii. Limitations

A. The numbers must be external (not managed by the Hosted Voice Platform)

iii. The Customer shall:

A. The Customer is responsible for managing Blocked Numbers and ensuring the details are accurate and up to date

s. Hardware Profiles

i. Description:

A. Hardware Profiles enables the Customer to remotely manage the set-up and ongoing support of Hosted Voice desk phones by adding, amending and allocating templates to a Connection's desk phone. Each profile manages the set up and settings associated with the desk phone's shortcut buttons. This ensures that desk phones are easy to set up, can be managed remotely and can be set up quickly if the phone is rebooted for any reason.

ii. Limitations

A. Hardware Profiles can only be allocated to plan.com HTEK desk phones. They do not apply to Yealink DECT, Yealink Conference of my.plan Soft Phones.

t. Conference Calls

- i. Description:
    - A. Conference Calls are phone calls that allow for more than two participants. Conference calls are hosted in 'Conference Rooms'. There are two types of Conference Room: 'Dedicated Rooms' have their own four-digit extension number and PIN, and 'Open Rooms' allow anyone to access the conference. There is a maximum number of participants allowed in each room at any one time. By default, this is equal to the number of Connections on your Hosted Voice platform
      - +1. However, Extensions enjoying Gold and Platinum Tariffs increase this number.
  - ii. Limitations
    - A. Only Extension with a Gold or Platinum Tariff or Bolt-On, or the relevant advanced call routing bolt-On can access Conference Calls from their Connection.
  - iii. The Customer shall:
    - A. The Customer is responsible for managing the set up and PINs associated with each Conference Room.
- u. Speed Dials
    - i. Description:
      - A. Speed Dials enables the Customer to create, remove and amend external phone numbers which can be assigned internal extension numbers to call these numbers using the associated four-digit number. Please note: although these external numbers are allocated an internal extension number, calls are charged at the standard rate or usage will be deducted from the Connection's monthly call allowance.
    - ii. Limitations
      - A. The numbers must be external (not managed by the Hosted Voice Platform)
  - v. CallFlow Set Up
    - i. Description:
      - A. A 'Call Flow' is the journey a call takes from an incoming number being dialled to the call being answered. The 'Hosted Voice Call Flow Manager' is a visual interface that allows the Customer to drag and drop a set of Call Flow components onto the Call Flow stage, set their parameters, and link each component together in order to define the call routing associated with each one of their DDIs.
      - B. Call Flow components include, DDIs, time of day routing, extensions, ring groups, call queues, IVRs, mailboxes, sound files, external numbers, conference calls, and hang up.
      - C. DDIs: Incoming phone numbers managed on the Customer's Hosted Voice Service.
      - D. Time of Day Routing: Time of day routing is optional. It is an advanced feature and only Gold or Platinum Connections can be connected with time of day routing. Time of day routing allows a call's routing to change depending on a defined time period linked with a day of the week or combination of days. It also allows the Customer to set the call routing outside of the defined in-hour periods.
      - E. Extensions: An extension is an internal four-digit telephone number used to make or transfer calls from one agent to another. Each extension is linked to a Tariff and to a phone - which could be a desk phone, a Soft Phone or both.
      - F. Ring Groups: Ring groups enable incoming calls to be routed to an extension or group of extensions with a series of options that ensure calls are divided evenly between people. Essential connections cannot be included in a ring group.
      - G. Call Queues: Call queues enable incoming calls to be routed to an extension or group of extensions in a 'first come, first served' basis, with a series of options that ensure calls are divided evenly between people.



- H. IVRs: "Press 1 for Sales, press 2 for Support" IVRS are automated call features that allow a Customer to create call flows without someone having to answer a call and transfer it to a different extension or department. IVRs are configurable and allow a Customer to set up different calling options for 12 unique keys (0-9, \*, #). Customers can also assign a pre-recorded sound file to each IVR as well as choosing retry, time-out and failover options. Essential connections cannot be included in an IVR.
- I. Extension Mailboxes: Extension mailboxes are repositories that are linked directly with an extension. These mailboxes are protected by a PIN and can only be accessed through a desk phone (not via my.plan).
- J. Group Mailboxes: Group mailboxes are voicemail repositories that are shared across extensions, ring groups, call queues or IVRs, and can be accessed and managed via my.plan.
- K. Sound Files: There are two types of sound file that can be managed on the Hosted Voice platform: 'Hold Music' and 'Sound File'. Hold music, as the name suggests, is music that plays while a caller is on hold. A number of music files are provided by default. The Customer can upload its own hold music to the platform. The file must be under 25MB in a .WAV or .MP3 format. The Customer must hold the license for any music uploaded to the platform.
- L. External numbers: External numbers are any mobile, geographic or non-geographic phone numbers that are not managed by the Hosted Voice platform.
- M. Conference Calls: Conference calls are phone calls that allow for more than two participants. Conference calls are hosted in 'Conference Rooms'. There are two types of Conference Room: Dedicated Rooms have their own four-digit extension number and PIN, and Open Rooms allow anyone to access the conference.
- N. Hang up: Hang up terminates a call.
- ii. Limitations
  - A. Only an extension with a Gold or Platinum Tariff or Bolt-On, or the relevant advanced call routing Bolt-On can be linked to or allocated to call flow components, specifically call queues, ring groups, IVRs and group mailboxes.
- iii. The Customer shall:
  - A. The Customer is responsible for setting up, managing and administering the call routing on their incoming numbers to the relevant extension or call flow component.
- w. Extension Management
  - i. Description:
    - A. Extension Management allows a Customer to manage a Hosted Voice Connection's details, and assign extension numbers, pick up groups, caller IDs and missed call notifications.
    - B. Extension Numbers: four-digit numbers used by the Hosted Voice platform to route calls that can also be used by other Hosted Voice Connections to connect with someone internally.
    - C. Pick Up Groups: enable people to pick up calls to other agents' extensions by entering a short code into their own extension. Ten pick up groups are available (0-9) and can be accessed by dialling \*8 by an extension assigned to a group. An extension can only be assigned to one pick up group at any time.
    - D. Caller ID: Caller ID allows the person being called to see the number (and sometimes the name) of the person calling them when they have the correct equipment to receive the caller ID information. Caller ID is also used to associate a physical address with a Connection so that the emergency handling authority can locate them in the event of a call to the emergency services.

- E. Missed Call Notifications: enable a contact at a business to be notified by email when a call is unanswered.
  - ii. The Customer shall:
    - A. The Customer is responsible for managing the details associated with each extension managed using extension management Features.
- x. Call Controls
  - i. Description: These Features enable the Customer to block or allow access to specific types of usage. These controls work in addition to Spending Limits - adding or removing a Spending Limit will not remove or enable these call controls. Adding a Bolt-On will not remove any existing call controls:
    - A. Incoming Calls: Blocks or allows access to calls originating from external numbers. These controls will not block or enable internal calls.
    - B. Outgoing Calls: Blocks or allows access to calls originating from the extension to external numbers. These controls will not block or enable internal calls.
    - C. Calls to mobiles: Blocks or allows access to calls originating from the extension to mobile numbers beginning 07.
    - D. Freephone calls: Blocks or allows access to calls originating from the extension to freephone numbers beginning 0800.
- y. Call Forwarding
  - i. Description: These Features enable the Customer to manage incoming call routes relating to an extension:
    - A. Allow Calls: Blocks or allows access to calls originating from the extension or received by the extension. When disabled, this effectively ensures the extension cannot make or receive calls.
    - B. No Answer: enables the Customer to set the period of time in seconds that the extension will ring, and the action that will occur when that time period is exceeded, such as voicemail, hang up, or route to a different extension or call flow component.
    - C. Busy on a Call: allows the customer to set the action that occurs if the extension is on a call.
    - D. Do Not Disturb: allows the customer to set the action that occurs if the extension is set to 'Do Not Disturb' (DND).
    - E. Tandem Calling: Tandem calling enables an extension linked with a desk phone or soft phone to ring at the same time as an external number such as mobile or phone number not controlled by the Hosted Voice platform. Incoming calls diverted to an external number will incur usage and charges as if they were making an outbound call.
- z. Voicemail
  - i. Description: These Features manage the Hosted Voice mailbox Features
    - A. Voicemail Management: Enables the user to manage the four-digit PIN access to mailboxes
    - B. Voicemail to Email: Enables voicemails to be sent as an mp3 digital file attachment via email
    - C. Message Sound File: Enables the user to manage the sound file associated with a mailbox
  - ii. Limitations
    - A. Only and extension with a Gold or Platinum Tariff or Bolt-On, or the relevant advanced Call Routing bolt-on can access Conference Calls from their Connection.
- aa. Call Routing
  - i. Description:
    - A. These Features enable the Customer to manage which Extensions have access to the Call Queues, Ring Groups and Conference Calls that they have defined in the Call Flow. Any changes made here will be reflected in the Call Flow manager, and visa-versa.

ii. Limitations

- A. Only an Extension with a Gold or Platinum Tariff or Bolt-On, or the relevant advanced call routing Bolt-On can access conference calls from their Connection.

# Specific Terms and Conditions - Mobile and MBB

These Specific Terms and Conditions apply to the Mobile Services.

## 1. Service Description

The provision of:

- a. mobile voice, SMS/MMS by means of the Network ("Mobile Services"); and
- b. mobile data services by means of the Network ("MBB Services")

## 2. Definitions

The following definitions shall apply to these Specific Terms and Conditions in addition to those set out in the General Terms and Conditions:

"MBB"	Means mobile broadband.
"MBB Equipment"	means any data-only equipment containing one or more SIM Card(s) for one or more mobile networks such as tablets, Dongles and Modem, and can operate without mains power.
"Mobile Equipment"	means any mobile equipment containing one or more SIM Card(s) for one or more mobile networks that is used to make or receive calls, texts and data, and can operate without mains power.
"SMS" and / or "MMS"	means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from mobile equipment
"Value Added Mobile Service"	means the value-added services in relation to Mobile Services, (for example, insurance, repair, finance) as may be made generally available from time to time by plan.com to business customers, the details of which appear on the plan.com website.

## 3. Customer Responsibilities

3.1. The Customer shall only:

- a. use the Mobile Services with Mobile Equipment; and
- b. use the MBB services with MBB Equipment.

## 4. Network coverage

The mobile Network may not be available in all locations.

## 5. Network sunset

Customer acknowledges that certain Network technologies, e.g. 3G, which are used to provide the Service may retire prior to the expiry of this Agreement and as a result the Customer's Equipment may no longer be able to receive the Services. plan.com will use its reasonable endeavours to give Customer notice of the retirement of any significant Network technologies which could impact the Customer. It is the Customer's responsibility to ensure that its Equipment is compatible with the Services.

## 6. Roaming

- 6.1. Unless a Customer specifically elects otherwise, any Connection will be able to Roam onto a Roaming network. Except as required by Applicable Law, any inclusive allowances in a Tariff for the Connection that is Roaming will not apply to the Roaming usage. The applicable Bolt-On Charge and call rates for the territory will apply. See more details in the Pricing Guide.
- 6.2. While Roaming in countries that border with other destinations that fall outside of a designated region or zone it is possible that a Roaming mobile Connection may connect to a mobile mast in the neighbouring territory and the Customer will be responsible for the Charges that apply to such neighbouring territory. Higher Charges may also be incurred if a Connection connects to maritime, satellite and airborne networks.

## 7. SIMs

- 7.1. plan.com will provide the Customer with SIMs for use with the Services and plan.com, or a Third Party Provider, will retain title to the SIMs at all times.
- 7.2. The Customer shall only use the SIM in accordance with the terms of this Agreement and Applicable Law and shall notify plan.com as soon as is reasonably practicable after becoming aware that a SIM is lost, stolen, damaged or is being used in an improper or illegal manner. The Customer shall remain responsible for all Charges incurred in relation to a SIM until it has notified plan.com and requested the SIM to be disconnected. plan.com may charge a reasonable fee for a replacement SIM card.

## 8. Value Added Services

- 8.1. The Customer may order value added Mobile Services and plan.com may accept or decline such orders.
- 8.2. plan.com reserves the right to add to, substitute, or to discontinue any value added Mobile Service at any time. plan.com does not guarantee the continuing availability of any particular value added Mobile Service.

# Specific Terms and Conditions – IoT

These Specific Terms and Conditions apply to the IoT Services.

## 1. Service Description

The IoT Service shall consist of the provision of the following:

- a. a mobile data only communications link ("IoT Connectivity Service");
- b. the supply of SIM cards for use in an IoT Device and which are capable of being configured to communicate with other as part of an IoT or machine to machine solution.

## 2. Definitions

The following definitions shall apply to these Specific Terms and Conditions in addition to those set out in the General Terms and Conditions:

"IMEI Number"	means the International Mobile Equipment Identity Number (IMEI) issued by the British Approvals Board of Telecommunications.
"IoT"	means the internet of things.
"IoT Policy Documents"	means any document designated as such from time to time and which may include details of mandatory capabilities that an IOT Device must observe, minimum verifications or criteria that an IOT Device must be able to meet.
"IoT Device"	means a device which when it incorporates a SIM is capable of transmitting information and/or communicating with other devices of a similar type or a central computer system as part of a wider IOT solution.

## 3. SIMs

- 3.1. plan.com will provide the Customer with SIMs for use with the Services and plan.com, or a Third Party Provider, will retain title to the SIMs at all times.
- 3.2. The Customer shall only use the SIM in accordance with the terms of this Agreement and Applicable Law and shall notify plan.com as soon as is reasonably practicable after becoming aware that a SIM is lost, stolen, damaged or is being used in an improper or illegal manner. The Customer shall remain responsible for all Charges incurred in relation to a SIM until it has notified plan.com and requested the SIM to be disconnected. plan.com may charge a reasonable fee for a replacement SIM card.
- 3.3. The Customer will be liable to pay the SIM replacement charge in respect of any SIM not connected to the Network within five (5) months of the date on which plan.com despatched such SIM(s) to the Customer (the "Activation Period"). If the Customer does not use any SIM dispatched to it during the Activation Period, the Customer must return the SIM to plan.com at the Customer's expense.

## 4. Customer Responsibilities

- 4.1. The Customer warrants and undertakes to ensure that each IoT Device:
  - a. will have its own, unique and appropriate, IMEI Number;
  - b. will comply with the IoT Policy Documents;
  - c. is compatible with the SIM provided by plan.com for use with the IoT Connectivity Services; and
  - d. shall comply in all material respects with the latest applicable issues of European and international standards to the extent such compliance is required by UK, European or International legislation, law or regulation.
- 4.2. The Customer shall:
  - a. conduct all necessary testing to ensure that the SIMs are technically compatible with the IoT Device for use with the IoT Connectivity Services;
  - b. only use the IoT Service for the Customer's own internal business purposes; and
  - c. not be entitled to distribute the IoT Service or SIMs to a third party.

## 5. Charging

- 5.1. Each Connection will commence its billing at the date which is the sooner of:
  - a. the Service Commencement Date (which for IoT Services is the date when the SIM is first activated (when the first data session is established)); or
  - b. the end of the Activation Period. If a SIM Card is not activated within the Activation Period, then the SIM Card will be deemed as activated and charged until such time as it is returned to plan.com and deactivated.
- 5.2. Charges are based on the assumption that the majority of traffic uses plan.com's preferred networks, UK or globally. If the traffic usage pattern varies significantly from this plan.com reserves the right to review pricing.

## 6. Service Limitations

- 6.1. The IoT Service is intended to be used for data only however SMS messages and voice calls can be received from or sent using the IoT Service.
- 6.2. If the IoT Device is attached to a cellular network messages will normally be delivered immediately. If the SMS is a store and forward solution it is not guaranteed that messages will be delivered immediately. If the IoT Device is not attached to a cellular network the message will be delivered when the device next attaches to the cellular network.
- 6.3. Whilst the Telefónica Global IoT SIM Cards can be used to initiate and terminate voice and GSM circuit switched data calls any use other than in connection with data messages from the IoT Devices will incur additional charges.
- 6.4. plan.com shall not be liable to any Customer with respect to any claim or damage suffered as a result of a visited public mobile network blocking the roaming service to SIMs supplied as part of the IoT Service.

# Specific Terms and Conditions - Broadband

These Specific Terms and Conditions apply to the Broadband Services.

## 1. Service Description

- 1.1. The Broadband Services consist of:
  - a. PSTN services which shall be provided from a Third Party Provider with a single line and multi-line product portfolio; and
  - b. internet protocol connectivity services which shall:
    - i. be based on ADSL, ADSL2+, FTTP and FTTC technologies; and
    - ii. consist of access for the Customer to the Network with the bandwidth specified in the Order.

## 2. Definitions

The following definitions shall apply to these Specific Terms and Conditions in addition to those set out in the General Terms and Conditions:

"ADSL"	means asymmetric digital subscriber line.
"FTTC"	means fibre to the cabinet services which use the same infrastructure as standard 21CN ADSL products but provide higher line rates to a Site by the use of a fibre connection from the street cabinet to the exchange.
"FTTP"	means fibre to the premises services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to a Site by the use of a direct fibre connection to the Site.
"PSTN"	means public switched telephone network.
"Site"	means the geographic location specified by the Customer in an Order as being the location that the Broadband Services are to be installed and provided to.

## 3. Migration to plan.com

- 3.1. After acceptance of an Order, plan.com shall advise the Customer of the estimated time for completion of the installation, activation and migration to the Broadband Services and shall notify the Customer upon completion of the installation, migration and activation.
- 3.2. If a Customer requires to be migrated from an alternative supplier's service, the Parties shall agree a migration plan to move them onto the Broadband Services. If plan.com or a Third Party Provider will incur any costs not contemplated in the Order, plan.com reserves the right to charge the Customer for such reasonably incurred costs.
- 3.3. The Customer shall provide plan.com with all necessary technical information regarding the Sites and Customer-Equipment to enable plan.com to plan for the migration of the Customer's services to plan.com.

## 4. Installation

- 4.1. Following the completion of a Site survey or Network coverage check, plan.com may in its sole discretion:
  - a. determine that it may not be able to provide the relevant Broadband Services to certain locations and plan.com may:
    - i. cancel the element of the Broadband Services that cannot be provided and refund any money that the Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Broadband Services; or
    - ii. cancel all Broadband Services ordered by the Customer and refund any money that the Customer has paid.
  - b. if as a result of any survey or investigation of the Site plan.com will incur any unusual or additional costs in providing the Broadband Services to the Site, then plan.com may increase the Charges by the amount of such costs. If the Customer does not accept the increased Charges it may terminate the affected element of the Order within fifteen days of receipt of the notice from plan.com.



- 4.2. If any Equipment supplied to the Customer by plan.com or a Third Party Provider is to be installed at a Site to enable plan.com to supply the Broadband Services, the Customer shall (at its own expense), prior to installation:
  - a. provide a suitable place, conditions, connection points and internal cabling required by plan.com or the Third Party Provider, for the Equipment and electricity at the site in accordance with plan.com's or Third Party Provider's reasonable instructions, if any;
  - b. comply with plan.com's or the Third Party Provider's reasonable instructions including to provide any openings in buildings; and
  - c. obtain all necessary third party consents (for example from the landlord or property owner but excluding wayleaves or third party consents ordinarily obtained by plan.com or the Third Party Provider) in relation to building alterations or additions, access to land or permission to put Equipment on property if such consents are necessary.
- 4.3. plan.com will agree an appropriate time with Customer for plan.com or a third party to undertake the installation ("Appointment"). Customer hereby authorises plan.com to install, keep and use plan.com Equipment at the Site(s) and Customer agrees that plan.com or its third-party agents or contractors may enter the Site to enable it to:
  - a. carry out any work that is necessary for plan.com to connect, maintain, alter, replace or remove any plan.com Equipment necessary for plan.com to supply the Broadband Services to Customer; and
  - b. inspect, maintain and replace any plan.com Equipment which is kept there.
- 4.4. Customer may be charged if it:
  - a. cancels an Appointment with less than 48 hours' notice to plan.com; or
  - b. if plan.com, or its authorised third party, is unable to perform the installation, maintenance, alteration, replacement or removal of the plan.com Equipment under paragraph 4.2 on arrival at the Appointment due to the cause of the Customer.
- 4.5. The Customer and plan.com will meet each other's reasonable safety and security requirements when on the Site. The Customer and plan.com will look after each other's equipment on the Site. If the Customer or plan.com damages the other's equipment it will pay for any repair or replacement needed. This will not apply where the damage results from normal use of either Party's equipment.
- 4.6. The Customer will be responsible for making good the Site, after any work has been undertaken by plan.com at the Site, including putting items back and for re-decorating and plan.com will have no costs or expenses payable to the Customer to make good the Site.

## 5. Customer Responsibilities

- 5.1. The Customer must use the Broadband Services only in accordance with any download, fair use or capacity limits stated in the Order. plan.com may limit, suspend or terminate the Broadband Services if the Customer unreasonably exceeds such limits or excessively uses the capacity or resources of the Network or plan.com in a manner which may hinder or prevent plan.com from providing services to other customers or which may pose a threat to the integrity of the Network or systems.
- 5.2. The Customer shall:
  - a. configure and provide access through any Customer firewalls and Customer security devices, as plan.com or a Third Party Provider may reasonable required to enable plan.com to perform its obligations under this Agreement;
  - b. make available such Customer personnel who are familiar with the Customer's systems, software and equipment as plan.com may reasonably require in connection with the supply of the Broadband Services; and
  - c. be responsible for safeguarding its data by taking backup copies, maintaining a disaster record process and implementing appropriate security measures.

## 6. Service Limitations

- 6.1. With respect to the Broadband Services, the following technical limits apply to the Customer's access to the Network:
  - a. transmission performance of some components will mean it is technically impracticable to provide access to all Customers locations;
  - b. the Customer's access (proximity to the exchange) may affect the performance of the

Broadband Services; and

- c. the Broadband Services may not be available to Customers where all or part of the Customers access is provided over fibre optic cable or radio systems.

6.2. plan.com shall have no liability for:

- a. subject to Equipment warranty provided by plan.com, faults arising in any Customer Equipment; and
- b. any interruption in the provision of the Broadband Services caused by failures in the power supply, except where the failure is directly caused by plan.com.

# Specific Terms and Conditions - Hosted Voice

These Specific Terms and Conditions apply to the Hosted Voice Services.

## 1. Service Description

- 1.1. The provision of a hosted voice over internet protocol (VoIP) telecommunications service consisting of:
  - a. the conveyance of calls from the Customer's network over the Network to whom plan.com routes the call for termination or transit; and
  - b. the sub-allocation of geographic and non-geographic numbers to the Customer, together with any additional products or features that plan.com may offer from time to time.
- 1.2. The Hosted Voice Services are voice over internet protocol services that allow the Customer or User to make and receive calls over the internet and use a number of calling features as more particularly set out on <https://plan.com/features>.
- 1.3. In order to activate a call to any of the following numbers using the Hosted Voice Service, a User must add the prefix "+44".
  - 1.3.1.112 - Emergency Services
  - 1.3.2.116 - NHS Helpline
  - 1.3.3.119 - NHS Covid-19 Services

## 2. Definitions

The definitions set out in the General Terms and Conditions shall apply to these Specific Terms and Conditions.

## 3. Customer Responsibilities

- 3.1. Equipment
  - a. The Customer agrees, if necessary, having regard to the Services to procure the preparation and provision of a suitable place, conditions and connection points (including power supply) required by plan.com, for any Equipment used to use the Hosted Voice Service in accordance with plan.com's reasonable instructions. If the Customer is unable to provide such access, facility or connection point the ability to receive or the quality of the Services may be affected, and plan.com shall have no liability for such reduced availability or quality of Service.
  - b. Any Customer-Equipment that has not purchased from plan.com must not be connected to the Network without the prior written consent from plan.com.
- 3.2. Location
  - a. In order for the emergency services to recognise the location of each extension, the Customer must allocate (i) a Caller ID; and (ii) register an address against each Caller ID; (iii) associate a Caller ID with an each extension.
  - b. It is the Customer's responsibility to maintain an accurate record of the location information for each extension so that plan.com can supply the information to the emergency services. plan.com is not liable for any consequences of the Customer failing to provide accurate and up to date location information.
  - c. If the Customer fails to provide accurate User location information in accordance with this paragraph 3.2, the Customer location information that plan.com provides to the emergency services will be based on the registered office of the Customer.
  - d. If the Customer has a reasonable expectation that the Hosted Voice Service is to be used in multiple locations, plan.com recommends that the Customer updates the location information associated with it whenever accessing the Hosted Voice Service from a new location.
  - e. If the Customer does not update plan.com with changes to the location, it accepts that it may not be possible for emergency operators and authorities to identify the Customer's location and phone number when they dial 112/999.
- 3.3. Sound Files
  - a. The Hosted Voice platform allows the Customer to upload sound files that can be used

to provide pre-recorded messages for use in voicemail, IVR announcements or announcements used at any point in a call's routing. Sound files can also be used as hold music.

- b. In all cases, it is the Customer's responsibility to ensure they have the ownership, copyright or hold any licenses required to use the pre-recorded sound file or music
- c. The Customer shall indemnify plan.com, and hold plan.com harmless, against any losses, damages, claims, obligations, liabilities, costs and expenses (including legal fees and any costs and expenses incurred in investigating, preparing, defending or prosecuting any litigation, claim, proceeding or demand) arising out of or in connection with any claim or cause of action arising against plan.com as a result of the Customer's use of Sound Files uploaded to the Hosted Voice platform.

#### 4. Service Limitations

- 4.1. The following technical limits apply to the Hosted Voice Services:
  - a. transmission performance of some components will mean it is technically impracticable to provide access to all Customers within the UK;
  - b. the quality, performance and available features of the Hosted Voice Service and any Equipment used in relation to the Hosted Voice Service may be affected by:
    - i. the quality, stability and speed of the Customer's broadband connection;
    - ii. the quality, stability and speed of the Customer's WiFi connection (WiFi-enabled desk phones only);
    - iii. the quality, stability and speed of the Customer's mobile data or WiFi connection (Soft Phones only);
    - iv. other data transmissions on the Customer's network or broadband connection; and
    - v. the configuration of the Customer's internal network and equipment.
- 4.2. The Hosted Voice Service does not function in the event of power failure. Should there be an interruption in the power supply, the Hosted Voice Service will not function until power is restored. A power failure or interruption may require any Equipment connected to the Hosted Voice Service to be reset or reconfigured prior to utilising the Hosted Voice Service. Power disruptions or failures will also prevent dialling to emergency service numbers including any 112/999 numbers.
- 4.3. When the Customer dials 112/999 they will need to state the location and phone number promptly and clearly, as emergency operators and authorities may not have this information. In the event the location information has been transmitted the Customer will still be required to confirm this location.
- 4.4. plan.com may route your calls over any carrier or carriers that it may choose for the provision of the Hosted Voice Service. The Customer agrees that plan.com may act as the Customer's agent for the purpose of notifying any carrier that plan.com may choose to use for the provision of the Hosted Voice Service that your customer line identification (CLI) should be registered for use by plan.com. You agree that plan.com shall have full authority to instruct the carrier on your behalf to cancel any existing CLI registration you might have with any other service provider and to substitute plan.com as your service provider.
- 4.5. The Customer agrees that plan.com shall have full authority to instruct the carrier on the Customer's behalf to cancel any existing CLI registration the Customer might have with any other service provider and to substitute plan.com as its service provider.

#### 5. Service Levels and Support

- 5.1. plan.com shall use its reasonable endeavours to provide the Hosted Services in accordance with the service level agreement set out here <https://guides.plan.com/hosted-sla/>
- 5.2. When a fault relates to the supply of internet relating to a Broadband Services provide by plan.com, a Third Party engineer may be required to establish the cause of the fault. In these cases, the Openreach target SLA may come into effect. The Openreach SLA states that a reported fault will be investigated by the end of the following Business Day. This means that if an issue is reported and accepted by Openreach at any time on a Wednesday, the issue will be investigated by 23.59 on Thursday (Monday to Saturday, excluding Public and Bank Holidays)