

SPECIFIC CONDITIONS M5 – MOBILE+ SERVICES

These Specific Conditions govern the Mobile+ Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”) and Specific Conditions M2 – Mobile Network Services, which shall be deemed to be incorporated into the Contract for the performance of any Mobile+ Services performed under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- “Mobile+ Services” means the provision of configuration services to the Devices and the subsequent delivery of those Devices to the Customer; and
- “Devices” means the devices supplied by the Company in relation to which the Mobile+ Services are provided.
- 1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1 have the meanings stated in the Conditions or Specific Conditions M2 – Mobile Network Services.

2 CHARGES

- 2.1 The Charges for the Mobile+ Services shall be:
- 2.1.1 based upon the number of Devices; and
- 2.1.2 invoiced upon delivery of the Devices.
- 2.2 The Charges for the Mobile+ Services exclude delivery charges which shall be payable by the Customer in addition to the Mobile+ Services Charges, unless otherwise stated on the Order Form.
- 2.3 If the Customer fails to take delivery of the Devices or if by reason of instructions or lack of instructions from the Customer the delivery of any Device is delayed for more than twenty-eight days after the Company has given notice to the Customer that the Devices are ready for delivery the Devices shall be deemed to have been delivered and the Customer shall pay to the Company the reasonable costs of storing, protecting and preserving such Devices after the expiry of such period of twenty-eight days.

3 CUSTOMER OBLIGATIONS

- 3.1 The Customer shall:
- 3.1.1 carry out any activities which are required by the Company before the Company can perform the Mobile+ Services;
- 3.1.2 co-operate with the Company in all matters relating to the Mobile+ Services;
- 3.1.3 comply with any instructions given by the Company to the Customer relating to the Mobile+ Services;
- 3.1.4 purchase all Devices and accessories used in conjunction with the Mobile+ Services from the Company;
- 3.1.5 ensure that the Mobile+ Services purchased by the Customer are sufficient for the Customer’s requirements;
- 3.1.6 ensure that device compatible accessories are purchased to use in conjunction with the Devices and the Mobile+ Services;
- 3.1.7 provide to the Company all application detail and information for all mobile application software being installed with the Mobile+ Services;
- 3.1.8 provide to the Company the asset tags being used in the Mobile+ Services;
- 3.1.9 provide to the Company the mobile numbers, or any other device associated Customer reference details which are linked to the Devices; and
- 3.1.10 accept receipt of the Devices upon delivery to the notified address.
- 3.5 The Customer shall be responsible for providing the Company with all information relevant to the supply of the Mobile+ Services with sufficient time to enable the Company to duly perform the Contract.