

WIRELESS LOGIC

PREPAY TERMS AND CONDITIONS

By purchasing the Prepay Services (as defined below) the Customer agrees to be bound by these additional terms and conditions for the use of the Prepay Services ("**Prepay Terms**") from the date of its acceptance of these Prepay Terms ("**Effective Date**"). Unless otherwise specified by Wireless Logic, these Prepay Terms shall govern your access to the Prepay Services and are in addition to, and supplement, the terms and conditions of business, tariff or solution addendums that you have agreed with Wireless Logic for services provided to you as a customer of Wireless Logic ("**General Terms**").

1. Definitions and interpretation

In these Prepay Terms the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

"Deployment Period" means an initial deployment period from the Initial Activation (as defined in clause 2.2 below) as specified on the Top-Up Addendum. For the avoidance of doubt, the Deployment Period will not apply to any additional Top-Ups purchased.

"Embedded Chip SIM" means a physical chip SIM Card that is permanently installed in a device such as by soldering onto a circuit board.

"Prepay Services" means the prepaid mobile telecommunications connectivity up to the Top-Up (or any further Top-Ups purchased) for the Validity Term delivered on a physical SIM Card and the definition of "Services" in the General Terms shall be deemed to include the Prepay Services for the purposes of these Prepay Terms. For the avoidance of doubt, the Prepay Services do not include any voice services.

"SMS" means a pro rata consumption of this volume takes place both by each SMS received via SIMPro or API/other interface (Mobile terminated - MT) and each SMS sent via SIMPro (Mobile Originated - MO)).

"Top-Up" means the tariff detailed in the Top-Up Addendum that the Customer purchases for the Prepay Services containing (i) a maximum consumable data volume per SIM Card; and (ii) a maximum volume of SMS per SIM Card, each as set out in the Top-Up Addendum, hereinafter referred to individually and together as the "Top-Up " or "Top-Ups". A Customer may purchase additional Top-Ups for a SIM Card for an additional Validity Term.

"Validity Term" means the term that the Top-Ups are valid for use by the Customer, as set out in the Top-Up Addendum.

"Wireless Logic" means the Wireless Logic company who the Customer purchases the Prepay Services from together with its successors in title and permitted assigns from time to time.

2. Prepay Services

- 2.1 The Prepay Services shall be purchased through Wireless Logic and are subject to and governed by the applicable General Terms. The General Terms shall apply alongside these Prepay Terms as if they were set out within them, including, without limitation, each party's obligations in respect of confidentiality, data protection and limitations of liability.
- 2.2 The SIM Card will be delivered to the Customer with the first Top-Up added automatically. The initial activation of the SIM Card with the Prepay Services takes place at the time that the SIM Card is sent to the Customer ("**Initial Activation**"). On receipt of the SIM Card the Customer can therefore use the Prepay Services immediately during the Deployment Period. Any data or SMS used during this Deployment Period will be deducted from the Top-Up. The first Validity Term shall commence on expiry of the Deployment Period.
- 2.3 Top-Ups can only be used during the Deployment Period and Validity Term. On expiry of the Validity Term, any unused Top-Ups will expire. All Top-Ups are linked to the use of the specific SIM Card provided by Wireless Logic on the purchase of the Prepay Services and cannot be transferred. Wireless Logic is not obliged to transfer any remaining Top-Up at the end of the Validity Term to another SIM Card or to make any other reimbursement to that effect. The Validity Term can be extended by purchase of additional Top-Ups via the Platform (as set out in clause 3 below).

3. Purchasing Top-Ups

- 3.1 The Customer is entitled to purchase Top-Ups at any time during the Validity Term, provided that Top-Ups can only be purchased in such a way that both a full data volume and a full SMS volume (as per the original Top-Up) are purchased at the same time. Wireless Logic reserves the right to increase the Charges for the Ups or remove the ability to purchase further Top-Ups at any time.

- 3.2 The Customer can purchase Top-Ups at any time before the complete use of an original Top-Up. Any unused Top-Up will continue to be valid for the remainder of its original Validity Term.

For example, the Customer has used all of the included data volume in the Top-Up but has not used all the SMS volume (100 SMS remain). When the Customer purchases Top-Ups pursuant to clause 3.1 above, the Top-Ups (new 500 MB data and 250 SMS) will be on top of the SMS volume remaining at the time of purchase of the Top-Ups; the Customer will then have 100 SMS left to use for the remainder of the first Validity Term, and new 500 MB data and 250 SMS to use for the new Validity Term. The Top-Ups will be used in the order that they were applied.

- 3.3 If the original Top-Ups or additional Top-Ups are used up before the end of the Validity Term, the Customer will be required to purchase further Top-Ups pursuant to this clause to continue use of the Prepay Services.

4. Use of the Prepay Services

- 4.1 In addition to the obligations contained in the General Terms, the Customer shall not resell the Prepay Services without the express permission of Wireless Logic.
- 4.2 Reference to End User includes any End User of the Prepay Services and the obligations of the Customer and its End Users contained in the General Terms shall be deemed to apply to the use of the Prepay Services.
- 4.3 The Customer shall properly protect the SIM Cards against any unauthorised use, theft or damage and shall not impair or damage or alter the SIM Cards in any way. The SIM Warranty set out in the General Terms shall apply to the SIM Card.
- 4.4 Wireless Logic reserves the right to update or change the coverage list for the Prepay Services during the Validity Term and to alter the underlying service component which provides the coverage without notice to the Customer.

5. Charges for the Prepay Services

- 5.1 The definition of "Charges" in the General Terms shall include the amounts payable for the Prepay Services.
- 5.2 The quote which will be provided for the Prepay Services may not be in the same currency as the currency used for billing the Customer. If a Customer chooses to be billed in another currency than the one stated in the quote, Wireless Logic will apply the conversion rate from the [HMRC currency exchange monthly rates - GOV.UK \(trade-tariff.service.gov.uk\)](https://www.gov.uk/trade-tariff) on a monthly basis.
- 5.3 The Charges for the Prepay Services will be invoiced in full at the end of each monthly billing period (including any Top-Ups applied during that billing period and any fees for the SIM Cards) and shall be payable by the Customer in accordance with the General Terms. The first invoice will be issued from the date of Initial Activation.
- 5.4 The Customer shall pay the cost of delivering the SIM Cards to the Delivery Address and costs of packaging the same.
- 5.5 Wireless Logic reserves the right to suspend access to the Top-Ups where it has not received payment of all the Charges payable for the Top-Ups. Wireless Logic reserves the right to require payment in advance of the SIM Cards being dispatched, to block the Customer from purchasing Top-Ups or to apply shorter credit terms depending on credit checks or location of delivery of the SIM Cards.

6. Term and Termination

- 6.1 These Prepay Terms shall commence upon signature and continue until terminated by either party in accordance with the General Terms (provided that Wireless Logic will not terminate for convenience under clause 23.3 of the General Terms during the Validity Term), or earlier where the Validity Term terminates earlier pursuant to clause 6.2 below.
- 6.2 The Validity Term will **automatically terminate early** on the occurrence of the following:
- (a) where the Customer has not subsequently purchased additional Top-Ups within three (3) months of the Top-Ups being exhausted under clause 3.3 above; or
 - (b) no data has been sent and no SMS has been received or sent by the relevant SIM Card for a continuous period of at least six (6) months; or
 - (c) the Customer has cancelled the relevant SIM Card within the SIMPro Platform.

- 6.3 Upon termination or expiry of the Validity Term, the license to use the Prepay Services and rights granted hereunder shall terminate completely. Any unused Top-Ups on the SIM Card at termination or expiry shall not be reimbursed to the Customer, unless termination is made by the Customer where Wireless Logic commits a material breach of the General Terms which is capable of remedy and fails to remedy that breach within thirty (30) days of receipt of written notice of the breach.
- 6.4 Nothing in this clause shall limit Wireless Logic's rights to pursue other legal remedies, including immediate court or judicial relief. All provisions that by their nature are intended to survive the termination shall survive.

7. **General Terms**

- 7.1 Save for the specific amendments in respect of the Prepay Services set out above, all other provisions of the General Terms (and any tariff addendums) shall remain unaffected and continue in full force and affect.

8. **Governing law and jurisdiction**

- 8.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 8.2 Each of the Parties irrevocably submits for all purposes in connection with the Agreement to the exclusive jurisdiction of the courts of England and Wales.

We agree to the above Prepay Terms.

Signed: _____

By: _____

for and on behalf of the Customer

Date: _____