

# Artemis General Terms and Conditions – Mobile

## 1 Services and Coverage

- 1.1 Artemis shall use reasonable endeavours to provide and maintain the availability of the Services to the Customer and to ensure the security of Customer's communications at all times. Artemis does not represent or warrant that the Services shall be available without interruption or free from error.
- 1.2 The Services may be suspended: (i) in order to carry out maintenance or testing of the Network; (ii) during any technical failure of the Network, (iii) when it is necessary to safeguard the security and integrity of the Network or to reduce the incidence of fraud; (iv) where Artemis has reasonable grounds to suspect fraud, unauthorised use of a GSM Gateway and/or Artificially Inflated Traffic; (iv) due to Emergency Planning Measures; or (v) when Artemis or the Reseller is instructed to suspend the Services by the government or any other competent regulatory, administrative or judicial authority; or (vi) in accordance with clause 5.6. Artemis shall endeavour to keep all such suspensions to a minimum and shall give Customer notice of such suspension where reasonably practicable.
- 1.3 Artemis shall use reasonable endeavours to give Customer access to Overseas Networks; however, Artemis shall not be responsible for the performance of Overseas Networks or any part of the Network not controlled by Artemis. Overseas Networks may be limited in quality and coverage and access and service availability depends on the arrangements between the Network Operator and Overseas operators.
- 1.4 This Agreement is subject to the continuing right of the relevant Network Operator to provide the mobile telecommunications services which are subject to this Agreement. Notwithstanding any other provision in this Agreement, if at any time the Network Operator's licences, or any right of any Network Operator under its licences to provide mobile telecommunications services is withdrawn or terminated and not simultaneously replaced or renewed, this Agreement shall terminate automatically in respect of those Services affected by such an event without Artemis being liable to the Customer, save for any breaches by Artemis occurring prior to such termination.
- 1.5 This Agreement is subject to the continuing right of Artemis and/or the relevant Reseller to Artemis, to provide the mobile telecommunications services which are subject to this Agreement. Notwithstanding any other provision in this Agreement, if at any time the Reseller's right to provide mobile telecommunications services is withdrawn or terminated and not simultaneously replaced or renewed, this Agreement shall terminate automatically in respect of those Services affected by such an event without Artemis being liable to the Customer, save for any breaches by Artemis occurring prior to such termination.

## 2 Customer's use of Equipment and Services

- 2.1 Customer may supply the Equipment and Services to End Users, but not to any other party. Customer is responsible for ensuring the compliance of End Users with the terms of this Agreement, all applicable laws and Codes of Practice.
- 2.2 Customer shall only use Equipment authorised for use on the Network.
- 2.3 Customer shall not: (a) use any Equipment or Services for any purpose that Artemis (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent; or (b) do anything that causes the Network to be impaired or damaged; or (c) modify Equipment and/or Services (including any Software or integral safety features) that Artemis has supplied to Customer or End Users, except in accordance with the manufacturer's written specifications, as required by law or with our prior written permission.
- 2.4 Where a specific End User causes Customer to be in breach of its obligations of clause 3.3, Artemis shall be entitled to suspend such End User's use of the Services. Before exercising this right, Artemis shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy); otherwise Artemis shall notify Customer as soon as reasonably practicable after the

suspension. This right of suspension shall only apply during the period of breach, although re-instatement of the Service may be subject to the payment of a reconnection Charge by Customer.

- 2.5 During any period of suspension, Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.
- 2.6 Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. Artemis accepts no responsibility for these services, including where in accessing the service, Customer gives unauthorised parties access to its equipment.

## 3 Regulatory Obligations

- 3.1 In the event that Artemis receives a request from the Customer for:
- 3.1.1 the porting of any telephone number to another service provider or Network Operator; or
- 3.1.2 the porting to Artemis of any telephone number allocated by a third party,
- then Artemis shall assist in the carrying out of such porting in accordance with its requirements under Condition B3 of the General Conditions of Entitlement (as may be amended by OFCOM from time to time).
- 3.2 Artemis will arrange for the names, addresses and telephone numbers of End Users of the Services to be included in the Directory published by BT for the Customer's area and make such phone numbers available to BT's Directory Enquiry Facility, as soon as reasonably practicable following a request from the Customer.
- 3.3 In the event that Artemis agrees to arrange an entry in a Directory for which BT charges a fee (including, but not limited to, adverts available under listings in the Classified, Business A-Z and Residential A-Z sections of the Directory, or the business-by-type section), the Customer shall pay an extra charge and sign a separate agreement in relation to such entry.
- 3.4 Artemis shall ensure that End Users who are visually impaired or otherwise disabled as to be unable to use a printed Directory can access Directory Information and Directory Enquiry Facilities appropriate to their needs, according to the requirements of General Condition C5 (as may be amended by OFCOM from time to time).
- 3.5 Artemis shall be a member of and maintain its membership of an Alternative Dispute Resolution Scheme that is approved by OFCOM, according to the requirements of General Condition C4 (as may be amended by OFCOM from time to time).
- 3.6 Artemis shall take all necessary measures to provide the Customer with uninterrupted access to emergency organisations using the emergency call numbers "112" and "999" at no charge.

## 4 GSM Gateways

- 4.1 Customer shall not connect or continue connection by or on behalf of itself or any End User of any GSM Gateway(s) to the Network without Artemis's prior written consent, which may be withheld at Artemis's absolute discretion. Customer shall cooperate with Artemis at all times to ensure that such GSM Gateways that are connected to the Network remain compliant with the applicable law and with Artemis' GSM Gateway Commercial Policy.

## 5 Charges and Payment

- 5.1 Artemis states all Charges exclusive of VAT, unless specified otherwise.
- 5.2 All Charges not specified in an Order shall be at Standard List Price.
- 5.3 Access Fees shall be invoiced by Artemis monthly in advance and all other Charges shall be invoiced monthly in arrears. Invoices shall be paid by Customer in cleared funds no later than 14 calendar days from the date of the invoice (**Due Date**), by direct debit. If the Customer does not pay by direct debit, an administration charge may be charged, If Customer subsequently cancels its direct debit instruction without arranging an alternative direct debit mandate, Artemis shall be entitled to terminate this Agreement for material

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- breach.
- 5.4 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify Artemis of such dispute within 14 days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due. All Charges not in dispute shall be paid by the Due Date.
- 5.5 Without prejudice to clause 5.6, where Artemis has not received payment for undisputed Charges by the Due Date, Artemis shall: (i) contact Customer's Accounts Payable Department to request payment; (ii) be entitled to charge interest on the overdue Charges at the highest rates permitted by applicable law; and (iii) be entitled to charge any administration fees or other similar charges levied by a bank in respect of any unpaid items returned by the bank.
- 5.6 Where Artemis has not received payment within 16 calendar days of the Due Date, Artemis may take all or any of the following actions until such time as payment, including any interest due, has been received: (a) withhold any sums owing to Customer by Artemis and offset it against any sums Customer owes to Artemis under this Agreement; (b) suspend Services under this Agreement; (c) withdraw any discount in relation to the relevant Equipment or Service and charge Customer Artemis' Standard List Prices for that Equipment or Service; and/or (d) terminate this Agreement in whole or in part in accordance with Clause 11.3.
- 5.7 Customer shall not be entitled to offset any sums owed to it by Artemis under any Agreement or dispute between the Parties against any sums that Customer owes to Artemis under this Agreement.
- 5.8 Artemis may credit assess Customer from time to time as reasonably required to assess Artemis' risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Artemis account (details of which are available on request).
- 5.9 Customer is not entitled to change its tariff to another tariff with a lower monthly fixed charge during the Minimum Period.
- 5.10 If Customer does upgrade or change its tariff before the end of the initial Minimum Period (the **Initial Period**), Customer acknowledges and agrees that it must extend the Agreement by a further Minimum Period (the **Extension Period**). If the Initial Period has not expired at the date of upgrade or tariff change, the relevant Extension Period to the Initial Period shall be extended by the number of months by which the Initial Period had not been achieved. For example, if at month 21 of a 24 month Initial Period Customer wishes to extend by a further 12 month period, the Extension Period will be increased by 3 months to 15 months.
- 6 SIM Cards and Numbers**
- 6.1 SIM Cards shall remain the property of Artemis at all times and Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.
- 6.2 Customer shall use all reasonable endeavours to ensure that SIM Cards are only used with Customer's authorisation and shall inform Artemis as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Subject to Clause 9.1 Customer shall be liable for any loss or damage suffered by Customer or its End Users as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that Customer has notified Artemis that such SIM Card is being used without Customer's authorisation.
- 6.3 Artemis shall allocate telephone numbers to Customer which Customer shall only use to access the Services. Artemis may reallocate or change such telephone numbers as a result of changes in applicable law or instructions from the Regulatory Authorities, but will exercise all reasonable endeavours to minimise any disruption to Customer or End User. Artemis may withdraw telephone numbers that have been allocated to Customer as a result of Customer's failure to comply with this Agreement.
- 6.4 If the Customer decides to Port a mobile telephone number allocated to the Customer by Artemis, Artemis shall:
- 6.4.1 where the request is for porting a total of fewer than 25 telephone numbers, allow the Customer to request a Porting Authorisation Code over the telephone and the Porting Authorisation Code shall be provided either by telephone or by SMS within 2 hours of the request; and
- 6.4.2 port the Customer's telephone numbers to the Customer's nominated mobile service provider for the Customer's use.
- 6.5 If a Customer decides to Port a mobile telephone number allocated to the Customer by another mobile service provider to Artemis, Artemis shall request porting from the relevant mobile service provider as soon as reasonably practicable after receiving a relevant request to Port.
- 7 Software Licence**
- 7.1 Equipment and Services provided under this Agreement may contain or use Software. This Software is generally not owned by Artemis. Any Software that is used by Equipment or Services shall be governed by the terms of the relevant Software licence set out in such Services Schedule or any shrink wrap or click through Software licence provided with the relevant Equipment or Service. In all other cases, where Software is provided Artemis grants the Customer and/or its End Users, as applicable, a non-exclusive, royalty free licence to use any such Software for the Term of this Agreement.
- 7.2 Customer or End User's licence shall be a single user licence. Customer may make one copy of the Software for back up purposes. If Customer does not accept the terms of the relevant click through or shrink wrap Software licence, Customer shall be prohibited from using the relevant feature of the Service to which the Software relates and Artemis shall not be bound to deliver the relevant Service. Customer shall be responsible for any Software upgrades (including charges) specified by the licensor or Artemis.
- 8 Orders and Equipment**
- 8.1 Customer shall order Services and Equipment by submitting an Order through Artemis' online ordering system or by email or as notified to Customer by Artemis from time to time. Customer shall accurately complete all fields set out in the Order.
- 8.2 Orders are binding on both Parties from the date of acceptance by Artemis. If acceptance is not express, it shall be deemed to have occurred on dispatch of Equipment or activation of Service by Artemis.
- 9 Equipment**
- 9.1 If Customer orders Equipment directly from Artemis, which Artemis supplies directly to Customer the provisions of this clause shall apply in relation to that Equipment. Artemis shall bear the risk of loss or damage to Equipment and SIM Cards until the point of delivery to Customer. Subject to clause 9.2, Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time of delivery to Customer.
- 9.2 Customer shall notify Artemis by email at stock@artemis.uk.com as to any alleged defect, shortage or discrepancy in any Equipment within 3 working days of delivery of the Equipment to the Customer. In the event that Customer fails to notify Artemis within this period then Customer will be deemed to have accepted the Equipment and Artemis shall have no liability to Customer whatsoever in respect of such Equipment.
- 9.3 Notwithstanding delivery and acceptance of the Equipment to Customer, title to the same will not pass to Customer but will be retained by Artemis at all times. If for whatever reason this Agreement comes to an end (including for the avoidance of doubt the expiry of this Agreement) Customer must return all Equipment in Good Working Order to Artemis within 10 working days of the day on which this Agreement ends. If Artemis has not received the Equipment in Good Working Order within 10 working days of the day on which this Agreement ends, it shall (at its sole discretion) be entitled to charge Customer a sum equal to the cost of the Equipment (valued as at the date of this Agreement) which has not been received by Artemis.
- 9.4 Where Equipment supplied to Customer by Artemis becomes faulty for reasons other than through Customer's acts, omissions or misuse

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within the manufacturer's warranty period, Customer shall return such Equipment to Artemis at Artemis's cost and Artemis shall repair or replace the Equipment in accordance with Artemis's Recovery Policy, or where mandated by the manufacturer of the device, in accordance with the relevant manufacturer's repair, replacement or recovery policy. Any out of warranty repairs shall be at Artemis's Standard List Price.

- 9.5 Artemis does not manufacture Equipment and save for Clause 9.4 above excludes, to the fullest extent permissible at law, all warranties, terms or conditions in relation to Equipment, whether implied by law or otherwise. Artemis shall pass on the benefit of any warranties that Artemis obtains from the manufacturer of any Equipment supplied to Customer by Artemis. However, on expiry of this Agreement, any commitment Artemis has to liaise with the manufacturer in respect of any warranty shall cease.
- 9.6 Customer shall not remove or obscure any logo or writing on Equipment that Artemis has supplied to Customer and which Customer does not own. Customer shall replace all batteries and other consumable parts of the Equipment.
- 9.7 Customer shall not and shall ensure that End Users do not tamper with or attempt to repair or service the Equipment or allow any party other than Artemis to do so. Any attempt to do this may invalidate the manufacturer's warranty.
- 9.8 Customer shall keep all Equipment that Artemis has supplied to Customer and which Customer does not own, in Customer's possession (which shall be deemed to include the possession of Customer's End Users), and shall not sell it, place a charge on it or otherwise dispose of it.
- 9.9 Artemis's supply of Equipment and accessories shall be subject to availability.
- 9.10 If Artemis provides Customer or an End User with security codes as part of the Services, Customer agrees, and agrees to ensure, that its End Users shall keep the security codes confidential. Customer must inform Artemis immediately if it suspects that security codes have been disclosed to a third party so we can issue new security codes.
- 9.11 Artemis is not obliged to agree to any upgrades to the Equipment it supplies to the Customer during or after the Minimum Period but if it does, Artemis shall be entitled to extend the Minimum Period.

### 10 Call Limit, Deposit and part payment

- 10.1 Artemis may set a limit on the amount of Charges Customer may incur during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. Artemis may agree to increase or remove the call limit, after making credit checks. Customer may be able to go over your call limit, but if this happens you shall be required to pay all Charges immediately. Artemis reserves the right to refuse to provide Equipment and/or Services to you if in Artemis's opinion it may cause you to exceed your call limit or if the call limit is already exceeded.
- 10.2 Artemis may ask you for a deposit:
- 10.2.1 when we connect your SIM card;
- 10.2.2 if you wish to increase or remove your call limit;
- 10.2.3 if you increase how much you use the Services; or
- 10.2.4 to unblock your SIM card from contacting international numbers, using overseas networks, or making premium rate calls.
- 10.3 When this Agreement expires or is terminated for whatever reason, Artemis will repay any deposit that you have provided to us, less any money you owe us. Artemis will not pay any interest on any deposit we receive from you.
- 10.4 If there is a significant increase in your usage between bills, we may contact you and require you to pay all or part of your outstanding usage Charges in order to continue to use the Services.
- 10.5 The Customer may request alerts for the purpose of monitoring usage and expenditure of its End Users. Any such alerts are for information only and Artemis shall not be liable in respect of such alerts (including but not limited to any errors in setting such alerts) whether such alerts are set by the Customer or by Artemis on the

Customer's behalf. Further, Artemis shall not be liable in respect of any failure to provide, or delay in providing or setting up, such alerts.

### 11 Termination

- 11.1 Customer shall have the right to terminate this Agreement in whole or in part by giving Artemis one month's written notice of termination, subject to the payment of any early termination charges as set out in Clause 12.7.
- 11.2 The Parties shall each have the right to terminate this Agreement with immediate effect (by serving written notice of termination to the other Party):
- 11.2.1 if the other Party becomes subject to an Insolvency Event; or
- 11.2.2 if the other Party is in material breach of any of its obligations under this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is received from the non-infringing Party).
- 11.3 Subject to Clause 5.5(d), Artemis may terminate this Agreement in whole or in part with immediate effect, by giving notice in writing:
- 11.3.1 where Customer has failed to pay any Charges due within 16 calendar days of the Due Date; or
- 11.3.2 where Artemis has invoked its rights of suspension under this Agreement more than once pursuant to Clause 3.3 or Clause 5.5(b) or has invoked its right of suspension under clause 2.2 (iv) for a period of not less than 14 days.
- 11.4 The Parties shall acknowledge, as soon as reasonably possible, the receipt of any notice of termination of this Agreement (in whole or in part) received in writing from the other Party.

### 12 Consequences of termination

- 12.1 On termination of this Agreement as a whole, or partial termination (for example of a specific Order), Customer shall immediately cease use of the Software (except Software which is embedded in Equipment to which Customer has title).
- 12.2 Customer shall (if requested by Artemis, delete or destroy all copies of the user documentation which Artemis has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Software (except Software which is embedded in Equipment to which Customer has title) within 7 calendar days of termination of this Agreement or of termination of the relevant Service, and provide Artemis with written confirmation that all such copies have been returned, deleted or destroyed.
- 12.3 Where this Agreement is terminated as a whole, Artemis's entire relationship with Customer shall terminate and Artemis shall no longer supply, and Customer shall immediately cease to use any Services that were supplied pursuant to this Agreement.
- 12.4 On expiry of a Service Period, the Service shall continue until terminated by either Party on 30 days' notice, in accordance with the Order and this Agreement.
- 12.5 On termination of the Order, the Customer's Services supplied pursuant to the relevant Order shall cease immediately and the Customer will immediately pay to Artemis all sums due or payable under the relevant Order in relation to the terminated or expired Services, including any early termination payment calculated in accordance with clause 12.7 below.
- 12.6 Where this Agreement or any Service has been terminated in accordance with Clause 10 or as otherwise permitted in this Agreement prior to expiry of a Service Period, Customer shall pay to Artemis a lump sum termination payment calculated in accordance with the provisions of 12.7. For the avoidance of doubt, where this Agreement is terminated as a whole, each Connection placed under this Agreement shall also terminate.
- 12.7 Where Customer terminates the Services (whether in whole or in part) including any Connection prior to the expiry of that Connection's term (whether or not such Connection has been configured at the date of such termination), Customer shall pay to Artemis a lump sum termination payment calculated as: (a) Access Fee RRP X number of months remaining of each term per Connection that has been terminated. Where Customer has an agreed discount

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- on their tariff and wishes to terminate before their contract term has expired will be charged the remaining rental at RRP. (b) The cost of any free or discounted Equipment provided under this agreement and (c) an early termination fee per SIM as detailed in our General Information price list which is available at [www.artemis.uk.com/terms](http://www.artemis.uk.com/terms) or available upon request.
- 12.8 If Customer disconnects a material part of its Connections, or systematically disconnects Connections on a recurring basis during the term of this Agreement, Artemis shall have the right to terminate the relevant Service and charge Customer a termination payment calculated in accordance with the formula set out in clause 12.7.
- 13 Intellectual Property**
- 13.1 The Intellectual Property Rights that exist in Services, Software and Equipment are owned by Artemis and Artemis's licensors. By supplying Customer with Services, Software and Equipment, Artemis is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.
- 13.2 Where Artemis creates Intellectual Property Rights during or as a result of the supply by Artemis of Services, Software and Equipment to Customer, Artemis shall own all such Intellectual Property Rights.
- 13.3 Customer must not do anything to jeopardise Artemis or its licensor's Intellectual Property Rights.
- 14 Changing the terms of this Agreement**
- 14.1 Artemis shall be entitled to change the terms of this Agreement by issuing an Amendment Notice, without Customer's consent, to the extent that such changes are required by or are necessary (in Artemis's opinion acting reasonably) to comply with applicable law. Where practicable, Artemis shall provide Customer with advance notice of such changes. If advance notice cannot be provided, Artemis shall advise Customer of the change as soon as practicable after it has been made. Artemis shall not be liable to Customer for any claims by Customer as a consequence of such changes.
- 14.2 Artemis may increase the Access Fees in April of each year, by an amount equal to the UK Retail Price Index (RPI) "All Items" rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year plus 3.9%. If the RPI rate is negative, the Access Fees will not be reduced and Artemis may increase the Access Fees by 3.9% in the relevant year. The 3.9% reflects the investments we need to make in our business, rising costs of equipment and services from our suppliers.
- 14.3 Save as set out in Clauses 14.1 and 14.2, changes to this Agreement must be made by written agreement of the Parties.
- 15 Confidentiality**
- 15.1 This Agreement and any information about Services that is not publicly available, is confidential, and may be disclosed by Customer to Customer's employees only, strictly on a need-to-know basis, unless otherwise agreed in writing with Artemis.
- 15.2 Artemis shall be entitled to keep records of Customer information, which Artemis shall use to perform Artemis' obligations under this Agreement, and for related purposes.
- 15.3 Artemis shall be entitled to disclose Customer information as required by any legal, regulatory or financial agency or by court order, any Artemis group company or any third party (some of whom may be outside of the European Union) for the purposes of providing the Service.
- 16 Liability**
- 16.1 Nothing in this Agreement shall operate to restrict either Party's liability to the other from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breaches of any Software licence; breach of any obligation of confidence; and any infringement of Artemis' Intellectual Property Rights.
- 16.2 Except for Clause 16.1 above and the payment obligations of the Customer (for the avoidance of doubt, liability for which shall not be limited), and to the extent not prohibited by law:
- 16.2.1 Artemis' maximum aggregate liability for all claims relating to Equipment or a Service provided pursuant to this Agreement, whether for breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, will be limited to 100% of the value of the Charges paid or payable under the relevant Order during the previous 12-month period under which the Equipment or Service that is the subject matter of the claim is supplied; and
- 16.2.2 neither Party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement; nor any direct or indirect loss of business, loss of revenue, loss of profits, loss of goodwill, loss of use, loss of compensation, loss of anticipated savings, loss of contracts, loss of ex gratia payment or other economic advantage, or loss or corruption or destruction of data, however they arise, whether in breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages or whether such liability could be assumed to be the responsibility of Artemis, Artemis shall not be liable to Customer if it is unable to provide any of the Services contemplated by this Agreement due to circumstance outside its reasonable control.
- 16.3 Except for the payment obligations of the Customer, neither Party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a cause relied on by a Party hereunder ceases to exist, the Party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. If Force Majeure persists for a period of more than 60 days, the other Party will be entitled to terminate this Agreement on written notice.
- 16.4 The warranties specified in this Agreement are the only warranties provided with respect to Services provided to Customer by Artemis. To the extent permissible at law, all other warranties (whether express or implied and including any implied warranties of fitness for a particular purpose or merchantability) are excluded provided that where legislation implies warranties or conditions or imposes obligations (statutory provisions) which cannot be excluded, restricted or modified except to a limited extent, this Agreement must be read subject to those implied statutory provisions.
- 16.5 The Customer agrees that any cause of action it may have against Artemis (including its Group, directors, officers, agents, consultants and employees) must commence within two (2) years after the cause of action arose, otherwise the Customer's cause of action is permanently barred.
- 17 Transferring this Agreement to others**
- 17.1 Artemis shall be entitled to transfer or assign in whole or in part any of its rights and obligations to any company within Artemis' Group at any time. Artemis may use subcontractors to perform any of its obligations under this Agreement but remains responsible for their performance.
- 17.2 Artemis may transfer or assign in whole or in part any of its rights and obligations under this Agreement to any other third party without requiring the consent of the Customer, in particular Artemis shall be entitled to assign to the Reseller the right to receive any and all monies due from the Customer for unpaid and future airtime without requiring the consent of the Customer.
- 17.3 In the event that Artemis ceases trading or enters into any arrangement with its creditors, then Artemis shall be entitled to assign all its rights, benefits and entitlements under this Agreement to the Reseller without requiring the consent of the Customer.
- 17.4 The Customer may transfer in whole or in part any of its rights and obligations under this Agreement to any other person or company, provided that it has obtained Artemis's prior written consent to such transfer and has satisfied any reasonable conditions imposed by

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- Artemis (including credit vetting of the entity to whom Customer intends to transfer its rights and obligations under this agreement).
- 17.5 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.
- 18 Data protection**
- 18.1 Both parties will comply with all applicable requirements of Data Protection Law. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.
- 18.2 The parties agree that, for the Protected Data, you are the data controller and Artemis is the data processor (controller and processor as defined in the Data Protection Law).
- 18.3 The Customer warrants, represents and undertakes that:
- 18.3.1 all data sourced by the Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects, with Data Protection Law);
- 18.3.2 without prejudice to the generality of 18.3.1, its billing information, account information and any other relevant information disclosed by the Customer to either of Artemis and the Reseller may be disclosed between Artemis and the Reseller;
- 18.3.3 all instructions given by the Customer to Artemis in respect of Protected Data shall at all times be in accordance with Data Protection Law; and
- 18.3.4 the Customer is satisfied that:
- 18.3.4.1 Artemis' processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage Artemis to process the Protected Data; and
- 18.3.4.2 Artemis has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Law.
- 18.4 Insofar as Artemis processes Protected Data on the Customer's behalf:
- 18.4.1 unless required to do otherwise by Applicable Law (which shall not constitute a breach of this Agreement), Artemis shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this clause 18, as updated from time to time (Processing Instructions);
- 18.4.2 Artemis shall promptly inform the Customer if it becomes aware of a Processing Instruction that, in Artemis' opinion, infringes Data Protection Law, provided that this shall be without prejudice to clause 11, and to the maximum extent permitted by mandatory law, Artemis shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Processing Instructions following your receipt of that information.
- 18.5 The Customer's Processing Instructions (which may be updated from time to time) are as follows:
- 18.5.1 Scope of processing: The Protected Data shall be processed exclusively within the scope of provision of the Services to the Customer.
- 18.5.2 Nature of processing: Collection; registration; accessing, reading or consultation; erasure or destruction.
- 18.5.3 Purpose of processing: The Protected Data shall be processed only for the purpose of enabling Artemis to provide the Services to the Customer.
- 18.5.4 Duration of the processing: For the duration of the Agreement, unless otherwise agreed in writing. For the avoidance of doubt, Artemis may retain copies of any Protected Data contained in any contract between the parties, and in invoices, indefinitely for the purposes of its records, tax purposes, and in the event of a claim.
- 18.5.5 Types of personal data: Names, telephone numbers, email addresses, home and/or business addresses, and any other Personal Data required to be provided to Artemis as Protected Data in the performance of this Agreement.
- 18.5.6 Categories of data subject: Staff (including current and former employees, and contractors/consultants) and customers (being natural persons) of the Customer or its affiliates.
- 18.6
- 18.7 Artemis shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data.
- 18.8 The Customer hereby gives Artemis a general consent to engage sub-processors for processing of Protected Data on its behalf. Artemis shall inform the Customer before transferring any Protected Data to a new sub-processor. Following receipt of such information the Customer shall notify Artemis if it objects to the new sub-processor. If it does not object to the sub-processor within 7 days of receiving the information, you shall be deemed to have accepted the sub-processor. If you have raised a reasonable objection to the new sub-processor, and the parties have failed to agree on a solution within reasonable time, you shall have the right to terminate the Agreement and the Services on 30 days' notice, without prejudice to any other remedies available under law or contract. During the notice period, Artemis shall not transfer any Protected Data to the sub-processor.
- 18.9 Artemis shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to this clause 11. Artemis shall remain primarily liable to you for the performance or non-performance of the sub-processor's obligations.
- 18.10 Artemis shall, subject to its reasonable charges, provide such reasonable assistance as you reasonably require (taking into account the nature of processing and the information available to Artemis) to you in ensuring compliance with your obligations under Data Protection Law with respect to:
- 18.10.1 security of processing;
- 18.10.2 data protection impact assessments (as defined in Data Protection Law);
- 18.10.3 prior consultation with a Supervisory Authority regarding high risk processing; and
- 18.10.4 notifications to the Supervisory Authority and/or communications to Data Subjects by you in response to any Personal Data Breach.
- 18.11 Artemis shall make available to you such information as is reasonably necessary to demonstrate its compliance with its obligations under Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by you (or another auditor mandated by you) for this purpose, subject to you:
- 18.11.1 giving Artemis reasonable prior notice of such information request, audit and/or inspection;
- 18.11.2 ensuring that all information obtained or generated by you or your auditors in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
- 18.11.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Artemis' business, the sub-processors' business and the business of other customers of Artemis; and
- 18.11.4 paying Artemis' reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.
- 18.12 Artemis shall delete or return all Protected Data to you upon termination or expiry of this Agreement, unless required to retain it by Applicable Law.
- 19 General Provisions**
- 19.1 Each Party shall comply with its obligations under the Data Protection Legislation. Customer acknowledges that Artemis retains the role of Data Controller as defined in the Data Protection Act 1998 except in the limited circumstances where Artemis processes any personal data for and on behalf of Customer.

## Artemis General Terms and Conditions – Mobile

- 19.2 The Customer affirms and acknowledges that Artemis is acting for its own account and is not an agent of the Reseller.
- 19.3 All notices served by Customer under this Agreement shall be in writing and sent to the Head Office at Artemis Network Services Ltd, Devonshire House, Manor Way, Borehamwood, Hertfordshire, WD6 1QQ or any other address Artemis directs Customer to use from time to time. Artemis shall send all notices to Customer at Customer's registered office. Notices will be deemed given: where they are hand delivered, when a duly authorised employee or representative of the recipient gives written acknowledgement of receipt; for e-mail communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch; and for fax on receipted transmission of the fax.
- 19.4 Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do.
- 19.5 Termination of this Agreement or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the Agreement and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 19.6 This Agreement is governed by English Law and is subject to the non-exclusive jurisdiction of the English Courts.
- 19.7 Only provisions set out in this Agreement shall apply to Artemis's supply of Services to Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly set out within this Agreement. Artemis shall not be liable to the Customer or any third party to any extent for any failure by any Network Operator, and/or Reseller to provide, maintain or otherwise make available any services. However, this shall not be taken to exclude either Party's liability for fraud.
- 19.8 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages for breach of this Agreement, unless such misrepresentation or untrue statement was made fraudulently, or a provision of the Agreement was induced by fraud, in which case all remedies under English Law shall be available.
- 19.9 All headings in this Agreement are there for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.
- 19.10 Any changes made to Customer's systems or processes that may affect the Services (including any change to computer server software) are at Customer's sole risk. Artemis shall not be liable to continue to support the Services to the extent that they are affected by such change.
- 19.11 Every provision in this Agreement is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the English Courts, that provision or the relevant part of it shall be treated as having been deleted from this Agreement, without affecting the remainder of that provision or the other provisions of this Agreement, which shall still have full effect.
- 19.12 Where Artemis supplies Equipment and Services to Customer that is not expressly covered by the Order, such supply shall be deemed to be governed by the terms and conditions of this Agreement.
- 19.13 If there is a dispute under this Agreement, Customer may escalate the issue to Artemis customer services. If Artemis customer services is unable to resolve the issue, this issue will be escalated through the Complaints Procedure. If you are a Customer who employs fewer than 10 employees and our customer services team is unable to resolve your complaint, you may ask that the matter be referred to an independent ombudsman in accordance with the Complaints Procedure. The Parties shall use the escalation process to its full before taking legal action against the other Party.
- 19.14 All information that the Parties provide to each other in relation to this Agreement must be accurate and complete and Customer shall promptly inform Artemis in writing of all changes to information Customer has provided to Artemis, in particular, if Customer intends to stop, stops or has stopped trading, if Customer intends to sell its business, if Customer changes name or if the legal status of Customer's business changes.
- 20 Definitions**
- 20.1 Each Order entered into by the Customer shall form a separate agreement, incorporating these General Terms & Conditions and the Policies (**the Agreement**).
- 20.2 In the event of any conflict in respect of the provisions of the Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):
- 20.2.1 the Order;
- 20.2.2 the Policies;
- 20.2.3 the General Terms & Conditions; and
- 20.2.4 the Documentation.
- 20.3 Subject to the order of priority between documents in clause 20.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 20.4 The following defined terms are used in these General Terms & Conditions:
- Access Fees** the monthly or other periodic fee payable by the Customer for use of the Services.
- Alternative Dispute Resolution Scheme** any dispute procedures approved by OFCOM for the resolution of disputes in relation to any complaints between a communications provider and its Domestic and Small Business Customers.
- Amendment Notice** a document setting out a change to this Agreement that is issued to the Customer by Artemis that does not require the signature of either party.
- Artemis** Artemis Network Services Limited (company number: 10564551) a company registered in England & Wales whose registered office is at 147a High Street, Waltham Cross, Hertfordshire, United Kingdom, EN8 7AP (or as updated from time to time with Companies House).
- Artificially Inflated Traffic** a flow or volume of traffic via any Service, which Artemis believes is: (i) disproportionate to the flow or volume of traffic which Artemis expects from good faith commercial practice and usage of the Service; (ii) disproportionate to the Customer's previous traffic profiles (in any given month) with Artemis; (iii) uses automated means to make calls (save where this is expressly approved by Artemis in writing); or (iv) may result in the Customer exceeding the credit limit which Artemis places on the Customer's Artemis account from time to time.
- Business Day** a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the city of London (other than solely for trading or settlement in Euro).
- Charge** Access Fees, Connection Fees, fees for Equipment, Software licence fees, call fees, airtime fees, minimum payment fees and all other fees payable by Customer for use of the Services.
- Codes of Practice** All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as the Phone-paid Services Authority) or that are adopted by Artemis from time to time, and all instructions, regulations or guidance

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	issued by the Regulatory Authorities, whether or not mandatory.		
<b>Complaints Procedure</b>	Artemis' complaints procedure (as Updated from time to time), which as at Order Acceptance is the latest version available at <a href="http://www.artemis.uk.com/terms">www.artemis.uk.com/terms</a> .		
<b>Connection</b>	a SIM Card that has been configured to attach to the Network, with a price plan associated with it so that End Users can use and be charged for Services supplied under an Order.		
<b>Customer Information</b>	information that (a) Customer provides to Artemis; (b) details of how Customer uses Services, including information relating to the volume and types of calls made, details of charges paid & other financial information; or (c) details of how Customer has performed in meeting its obligations under this Agreement.		
<b>Connection Fees</b>	the relevant figures specified in the Standard List Prices.		
<b>Customer</b>	the company and/or person entering into this Agreement with Artemis.		
<b>Data Protection Law</b>	as applicable and binding on you, Artemis and/or the Services: the Data Protection Act 2018, and/or the General Data Protection Regulation (EU) 2016/679 (GDPR) and/or any corresponding or equivalent national laws or regulations, and any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.		
<b>Directory</b>	a printed document containing Directory Information on subscribers of publicly available telephone services in the United Kingdom which is made available to members of the public.		
<b>Directory Enquiry Facility</b>	Directory Information provided by means of a public electronic communications network.		
<b>Directory Information</b>	in the case of a Directory, the name and address of the subscriber and the telephone number assigned to the subscriber for their use of publicly available telephone services and, in the case of a Directory Enquiry Facility, shall be either such a telephone number of the subscriber or information that such a telephone number of the subscriber may not be supplied.		
<b>Documentation</b>	(a) the description of the Service (as updated from time to time), which as at Order Acceptance is the latest version available at <a href="http://www.artemis.uk.com/terms">www.artemis.uk.com/terms</a> . (the <b>Description</b> ); (b) the instructions as to how to use the Service made available by Artemis at <a href="http://www.artemis.uk.com/terms">www.artemis.uk.com/terms</a> . (as updated from time to time) (the <b>User Guide</b> ).		
<b>Due Date</b>	as defined in clause 5.3.		
<b>Emergency Planning Measures</b>	the measures that may be taken as a result of Artemis' obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004; or any similar law.		
<b>End User</b>	a person using Equipment or a Service, who is an employee or contractor of the Customer.		
<b>Equipment</b>	Any tangible material, but not a SIM Card, supplied by Artemis to the Customer, or connected to the Network on the Customer's behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.		
		<b>Force Majeure</b>	an event beyond the reasonable control of a party including without limitation acts of God, tempest, civil commotion, war (whether declared or not), riot, explosion, actions or omissions of OFCOM, actions or omissions of BT or of any other public communication services provider, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, actions, omissions, restrictions or prohibitions of any government or semi-government authority.
		<b>Good Working Order</b>	free from cracked screen, major dents and scratches and fully operable; the same condition the Equipment was provided less fair wear and tear.
		<b>GSM Gateway</b>	any Equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
		<b>GSM Gateway Commercial Policy</b>	Artemis' policy from time to time governing the Customer's use of GSM Gateways, available upon request.
		<b>Insolvency Event</b>	an event where a Party either ceases or threatens to cease conducting its business in the normal manner; or is treated as being insolvent, or threatens or is in jeopardy of becoming insolvent because it: (a) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or (b) makes or offers to make any arrangement or composition with any one or more of its creditors; or (c) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it; or (d) any resolution to wind up it up (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation; or (e) has had a receiver, administrator or liquidator appointed to it.
		<b>Intellectual Property Rights</b>	patents, design rights, trademarks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.
		<b>Network</b>	the telecommunications systems Artemis uses to provide the Services.
		<b>Network Operator</b>	the relevant Network operator supplying services provided by Artemis under this Agreement.
		<b>OFCOM</b>	the UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it.
		<b>Order</b>	the document setting out the agreed commercial terms relating to Artemis' provision of Equipment and/or Services which includes Artemis' charges and any specific commercial terms, and which incorporates these General Terms and Conditions.
		<b>Overseas</b>	telecommunications systems outside of the UK

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<b>Networks</b>	mainland used (but not controlled) by Artemis in providing the Services.	<b>Recovery Policy</b>	Artemis' policy regarding the replacement or repair of faulty equipment, which is available at <a href="http://www.artemis.uk.com/terms">www.artemis.uk.com/terms</a> as updated by Artemis from time to time.
<b>Permitted Purpose</b>	<p>use solely for the Customer's internal business operations and, in respect of the Services, also for the internal business of operations of the Authorised Affiliates identified in respect of the Services on the Order, in each case in accordance with the applicable Documentation and our Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law:</p> <p>(a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Service or Documentation;</p> <p>(b) permitting any use of any Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose));</p> <p>(c) combining, merging or otherwise permitting any Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or</p> <p>(d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),</p> <p>except as expressly permitted under the Agreement.</p>	<b>Reseller</b>	the reseller to Artemis of services, and/or provider to Artemis of Equipment, which Artemis provides to the Supplier under this Agreement.
		<b>Service</b>	a service provided by Artemis pursuant to this Agreement as described in the Documentation.
		<b>Service Period</b>	the minimum term for which the Customer commits to receive a Service, as specified in the Order.
		<b>SIM Card</b>	a subscribed identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.
		<b>Software</b>	a machine executable computer program, software module or software package or any part thereof (in object code only) supplied by Artemis or its licensors to the Customer irrespective of how it is stored or executed.
		<b>Software Licence</b>	the terms and conditions that prescribe how the Customer shall use Software and set out the rights of the Software owner/licensor and the Software user in relation to such Software.
		<b>Standard List Price(s)</b>	Artemis' standard unsubsidised Charges for business Services and Equipment as advised to the Customer by Artemis and/or as made available on request by Artemis (as amended by Artemis from time to time).
<b>Personal Data</b>	any information relating to an identified or identifiable natural person, including an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.		
<b>Port</b>	the transfer of a mobile number that is connected to the Network under this Agreement to a different network provided by another supplier.		
<b>Processing Instructions</b>	has the meaning given in clause 18.9.1		
<b>Protected Data</b>	Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement.		
<b>Regulatory Authorities</b>	OFCOM, the Office of Fair Trading, the Competition Commission, the Information Commissioner, the Advertising Standards Authority, or any similar authority established from time to time.		