



Product Schedule: Mobile Services -Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Mobile Services and sets out terms and conditions which are specific to the provision of such Mobile Services. It is in addition to and subject to Arrow's standard Terms and Conditions and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Arrow standard Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Arrow standard Terms and Conditions, the terms of this Product Schedule shall apply. The terms "**Mobile Services**" means the mobile telephone services set out in the Product Agreement. The term "**Mobile Device**" means a piece of Equipment which is a mobile telephone handset or other piece of Equipment which uses a SIM card for communication. A "**Mobile Connection**" is the connection of a Mobile Device to a Network using a Number. A "**Mobile Term**" is the minimum term for an individual Mobile Connection, which shall be 12 months unless otherwise set out in the Product Agreement. If the Customer is entering into a Product Agreement as an individual in a personal capacity, paragraph 12 will apply.
2. **Supply of Information:** The Customer undertakes that, prior to delivery to the Customer of a Mobile Device or the use by a new User of the Mobile Services, it will provide Arrow with User details in relation to the new User or the User of that Mobile Device and that such details will be accurate.
3. **Buyout Credits:** In the event of any credits being applicable to the Customer account due to the buyout of an existing contract or other commercial reasons, these will be as set in the Product Agreement and shall be applied to the Customer's account against their second or later monthly invoice. Buyout credits shall only be applied on receipt of proof of the amount paid by the Customer to conclude their previous contract.
4. **Payments:**
 - 4.1 **Minimum Payment:** Without prejudice to Arrow's other rights and remedies, subject to the termination notice periods set out in the Product Agreement, in the event that the Customer terminates the account under this Product Schedule prior to the end of the agreed term or upon expiration of the account under this Product Schedule, the Customer shall pay all Gross Recurring Charges in respect of each and every terminated Mobile Connection for the longer of (i) the remainder of the Mobile Term and (ii) any relevant notice periods as set out in the Product Agreement, calculated from the date of the connection to the Network (or in the case of re-signs or device upgrades from the date of that resign or upgrade (as applicable)).
 - 4.2 Without prejudice to Arrow's other rights and remedies, subject to the termination notice periods set out in the Product Agreement, in the event the Customer terminates an individual connection(s) under this Product Schedule, the Customer agrees to pay a sum of £75 for each individual connection terminated at any time during the term of the agreement plus any relevant porting charges in respect of each connection. Termination of individual connections cannot exceed 20% of the minimum connection value stated in the Product Agreement. Any additional individual connections terminated beyond the above 20% cap will be charged as part of the Gross Recurring Charges payable in accordance with clause 4.1.
 - 4.3 Any agreed Technology Fund amounts cannot be used to settle any termination or cessation fees at any time. The Technology Fund cannot be converted to a credit note at any point or used to offset any recurring invoices. For the avoidance of doubt, the amount of any airtime credit granted in the Product Agreement shall not count towards the achievement of any minimum spend commitment.
5. **User Disconnection:** Without prejudice to Arrow's other rights of termination and suspension, Arrow may disconnect any User's Mobile Connection from the Mobile Network on a temporary or permanent basis (without liability or obligation) if (i) a User has placed or Arrow expect it has placed the Customer in breach of the Agreement; (ii) the Customer or the User has given Arrow any materially false or misleading information; (iii) a Network Operator requests Arrow to do so. Where Arrow considers it appropriate in the circumstances, it will use its reasonable endeavours to give the Customer 30 calendar days' written notice of a disconnection under this paragraph.
6. **Mobile Number Portability:** The request, and issue by Arrow of a porting authorisation code in respect of a given Number or Numbers, does not affect disconnection of any Mobile Connection, nor does it terminate the rights and obligations of the Customer under this Product Agreement.
7. **Effect of Disconnection:** On disconnection of any Mobile Connection for whatever reason (including termination of the Product Agreement and pursuant to paragraph 5 of this Product Schedule) the Customer shall pay for all Mobile Services received from Arrow, up to the point of disconnection, in relation to that Mobile Connection, including all Mobile Charges (including line rental charges, call charges, text message charges and data charges), any associated porting fees owed at the point of disconnection plus Charges as set out above in paragraph 4. Porting fees per Mobile Connection will be included in the final invoice.



8. **Quality of Service:** The Customer specifically recognises and agrees that: (i) the Mobile Network is provided via radio waves or digital transmissions; (ii) there may be no service or very poor service in some areas; (iii) obstacles, e.g. hills, buildings, underpasses and atmospheric conditions, may also affect the Mobile Network; and (iv) the features available to a Mobile Connection depends on the Mobile Network and Mobile Services that the Customer has selected.
9. **Notice and Change of Details:** The Customer must tell Arrow in writing immediately if there is any change in any of its Users' details as notified to Arrow. If the Customer does not do so, the Customer will have to reimburse Arrow all of its costs and expenses in locating the Customer or its Users and/or the necessary information.
10. **SIMs and Mobile Device:** The Customer acknowledges that the supply of SIMs is subject to availability. The Customer and its Users must protect the Mobile Device and SIM from loss or damage. The SIM remains the property of Arrow and must be returned to Arrow when a service is disconnected from the Mobile Network unless otherwise agreed. Risk in a SIM passes to the Customer at the time of delivery or, if earlier, when offered for delivery. There may be a charge for releasing a Mobile Device from the Mobile Network and for a replacement SIM.
11. **Charges:**
 - 11.1 **Minimum call Charges:** Arrow will calculate call charges in accordance with the rates specified in the Product Agreement, rounding up to the nearest penny. A minimum call charge may apply, as specified in the Product Agreement.
 - 11.2 **Late charging for calls:** Arrow will use its best endeavours to ensure that all calls are billed to the Customer in the next invoice period. However, should there be a delay in the Network Operator making this information available, (i) Arrow reserves the right to be able to charge for any call up to six months after the call has been made, and (ii) where the specified tariff offers a bundle and the call is eligible within that bundle, the call will be counted against the bundle allowance for the month in which the call is billed rather than the month in which the call was made.
 - 11.3 **Call Increments:** Any international, roaming, premium and directory enquiry calls will attract increased minimum call periods and increments which may change from time to time.
12. **Changes to the Agreement for Consumers:** The provisions of this paragraph 12 apply where the Customer is entering into the Product Agreement as a Consumer, this being an organisation of 10 employees or less where this paragraph 12 applies, the following changes shall be deemed to have been made to the Arrow standard Terms and Conditions:
 - 12.1 The definitions of "Customer Group", "User" and "User Details" shall be deleted, and Clauses 2.6, 4.10 and 13.3 shall not apply. This clause will only apply where the Consumer consists of an individual entering into the Product Agreement in a personal capacity and is purchasing the Services for his or her own personal use, and in no other circumstances.
 - 12.2 Clause 3.3 shall be replaced with the following:
"3.3 Time of supply: The desired commencement date for the supply or completion of any Services or the delivery of any Equipment is the date (if any) specified in the relevant Product Agreement (or Purchase Order, as the case may be). Arrow shall use its reasonable endeavours to supply the Equipment ordered by the desired commencement date. The Customer acknowledges that the supply of Equipment is subject to availability."
 - 12.3 A new clause 11.5 shall be included with the following:
 A Consumer may terminate upon immediate notice to Arrow at the end of the Agreement term.
 - 12.4 Clause 12.1 shall be replaced with the following:
"12.1 Data Protection: The Customer hereby consents to the use by Arrow of such personal data as the Customer provides to Arrow, for the purposes of (i) administering this Agreement (including where relevant the passing of personal data, including any relevant Number, to Arrow's subcontractors for the purposes of providing support), and (ii) sending marketing communications to the Customer in relation to new products or services that Arrow may provide in future. Arrow will use such information in accordance with its Data Protection Policy (a copy of which is available on request)."
 - 12.5 Clause 14.1 shall be replaced with the following:
"14.1 Limitation of Liability: Neither party limits its Liability (i) for death or personal injury caused by its negligence, (ii) for fraud, or (iii) to the extent that such Liability cannot be excluded or limited by applicable law, including any statutory rights that the Customer may have as a consumer."
 - 12.6 The following sentence shall be added to the end of Clause 13.2:
 "Save as set out above, Arrow shall use its reasonable endeavours to provide the Services with reasonable skill and care and in accordance with terms of the relevant Product Agreement."



- 12.7 **Clauses 14.3 and 14.4 shall be replaced with the following:**
"14.3 **Other liability:** Subject to Clauses 14.1, 14.2 and 14.4, Arrow's aggregate Liability under or in connection with any Product Agreement in any Year shall not exceed the Charges paid or payable under such Product Agreement in such Year.
14.4 **Third parties:** Subject to Clause 14.1, in no circumstance will Arrow be liable to any party other than the Customer, nor shall Arrow be liable for any Losses suffered by any third party."
- 12.8 The Customer has the right to cancel a Product Agreement within 14 days of signature without giving any reason, except where the provision of the Service has been fully performed by Arrow. Additionally, the Customer has the right to cancel any item of hardware ordered through Arrow within 14 days of receipt of the item. Arrow reserves the right to recover such costs, up to the total value of the item in question, that may have been incurred through the goods having been opened and/or damaged as a result of handling by the Customer.
- 12.9 Clause 4.3 shall be replaced with the following:
"**4.3 Price Changes:** Arrow will use its reasonable endeavours to ensure that the Charges remain competitive and reflect any increase in business volume. Arrow may change the Charges to reflect any increase in the amount it is charged by the relevant Infrastructure Provider or Third Party Provider by giving the Customer a minimum of 30 calendar day's written notice. Within such 30 day period, the Consumer may then terminate the Agreement upon providing 30 days' written notice to terminate subject to the recovery from the Customer of all costs relating to any equipment provided by Arrow to the Customer under the Agreement.
Where there has been an increase in the Call charges only the Customer may request (in respect of the Services where the increase has occurred) that the Charges for the provision of those Services are reviewed. This request must be made within 14 calendar days of the Customer being given notice of the changes to the Charges. Arrow will have no obligation to alter such charges unless it is practical to do so

In addition, where this paragraph 12 applies, paragraph 4 of this Product Schedule shall be deemed replaced with the following:

"**4. Payments on termination:** Without prejudice to Arrow's other rights and remedies, on termination or expiration of this Agreement or any part of it, the Customer shall pay the Charges in respect the remainder of the Mobile Term (if any) calculated from the date of the connection of that Mobile Connection to the Network (or in the case of re-signs or device upgrades from the date of that resign or upgrade (as applicable). However, the Customer shall have no obligation to pay such amounts where the Customer terminates (i) for Arrow's breach or insolvency under Clause 11.1 of the Terms and Conditions, (ii) in response to a Force Majeure event under Clause 15.1 or (iii) in response to a change to the Agreement under Clause 16.1 of the Terms and Conditions."

- 13. Equipment Warranties:** Any warranties provided under this Product Schedule in respect of the Equipment will be those given by the manufacturer of the Equipment. In the event that any Equipment provided by Arrow is defective and such fault is not caused by the Customer's misuse of the Equipment, negligence or breach of its obligations under the Product Agreement or the Arrow standard Terms and Conditions, then Arrow will adhere to each individual manufacturer's warranty policy and processes and will provide details upon processing the faulty equipment. In respect of any out of warranty faults, Arrow will consider these on a case by case basis.