



GREENFONE PRE_PAY STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions ("the Terms") applicable in respect of the pre-paid mobile telephony services being provided to you ("the Customer") by Greenfone Ltd . ("GF"). Access to and use of this service is subject to the following Terms. By using this facility, you are agreeing to all of these Terms, without modification. For more information, please contact Customer Care on 100 from your GF Mobile, or 07537 199999 from any other network

These Terms should be read in conjunction with the Specific Terms and Conditions for additional services and with the Terms and Conditions of the applicable tariff plan and/or promotion.

1. General Definitions

This Agreement contains various words that start with a capital letter and have a defined meaning. We set out below what these defined words mean. Words which are particular to specific services are defined under their respective sections.

"Account" means the Customer's Greenfone Mobile prepaid mobile telephony account;

"Charges" means the charges as periodically updated in the Tariff Plan for the Services provided by Greenfone , which Tariff Plan may be updated from time to time.

"Customer" and "you" means the person/s named on the Services Application Form as the Account holder; and "your" shall be construed accordingly.

'Device' or 'Equipment' means any mobile equipment, including your handset, SIM Card, data device or any other equipment approved by Greenfone for connection to its VoIP network.

"Greenfone " and "we" means Greenfone Mobile Ltd; and "our" and "us" shall be construed accordingly.

"Greenfone Agent" means any person authorised to promote and sell the Services or carry out business activities on Greenfone 's behalf.

"Network" means the VoIP Network owned and operated by Greenfone in order to provide the Services to its Customers.

"Service" or "Services" means the mobile telephony service provided by Greenfone , which service is provided through a pre-paid mobile telephony subscription, and which may include voice and video telephony, SMS, MMS, data services, and any other service which Greenfone might decide to offer in the future.

"SIM" means the Subscriber Identity Module (SIM) card which contains the Greenfone phone number and subscriber information, which enables you (together with a handset or other equipment) to access our Services.

"Territory" means the United Kingdom.

"User" means the Customer or any other person making use of the Services.

2. Our Responsibilities, Rights and Remedies

2.1 This Agreement only covers the provision of the Services by us to you. It does not cover any handsets or other devices you may have received with your SIM or as part of a package, either directly from us or through a third party retailer.

2.2 Greenfone will only be bound by the order shown on the Services Application Form when it has been signed by the Customer and accepted by Greenfone .

2.3 Greenfone will check the credit worthiness of the Customer and has the right to accept or refuse the Customer. Greenfone reserves the right to deny Service to any Customer (i) who does not qualify under our current credit policy; (ii) who has a history of failure to pay charges or fees for any of Greenfone 's services or for any of its parent or subsidiary companies; (iii) who has previously misused any of Greenfone 's services or (iv) has violated any portion of any service agreement.

2.4 Greenfone shall exercise such reasonable skill and care in the provision of the Service as may be expected of a reasonably competent electronic communications operator. We shall endeavor to resolve any complaints that you may have regarding the Services as soon as possible.

2.5 We reserve the right to:

(a) hold you liable for any damages resulting from the violation of any of its policies or breach of this Agreement;

(b) block access to the Services if so required to do by any applicable law or following a lawful order issued by any competent court, tribunal or authority or if you violate this agreement or any of our policies;

(c) make available, on lawful request by the relevant authorities, data which might be used for criminal or other police or governmental investigations;

- (d) change the Services or any of their features including but not limited to, menu structures, commands, documentation, rates, charges and services offered (including their description, terms and conditions);
- (e) take any other action granted by law to safeguard its statutory rights arising out of this Agreement.

3. Your Rights and Responsibilities

3.1 You must give us promptly and accurately all the information which may be needed so that we can perform our obligations under this Agreement. You must notify us immediately if any of your personal details in the application for Services change.

3.2 You agree that: a) as the user of the service you are responsible for your account and you will keep the password and/or PUK Codes (1) and (2), if any, secure and not let them become public knowledge and will not be stored anywhere on a computer or in plain text anywhere else; b) if the password/PUK's, if any, becomes known to any other unauthorised user you will inform Greenfone immediately; c) you shall not use, and shall not authorise, permit or tolerate any other party to use, the Service for the transmission of any material which is in violation of any law, regulation, guideline, decision or directive in force in the United Kingdom or which is defamatory, menacing, obscene, in breach of third party intellectual or industrial property rights or in breach of trade secrets or for the purposes of harassing third parties; d) you are solely responsible for the communication and content, in whatever form, originating from the use of the Service.

3.3 You agree to immediately notify Greenfone of any unauthorised or illegal use of the Service of which you become aware.

3.4 You shall not have any proprietary rights whatsoever in any mobile phone number allocated to you by Greenfone from time to time. Greenfone reserves the right at any time to alter or replace a mobile phone number allocated to you or any other name, code or number whatsoever associated with the Service.

4. Services

4.1 The Services will be available to you provided you: (a) are in range of the base stations forming the Network (or that of our partners when Roaming) when you try to use the Services; (b) comply with your obligations as set out in this Agreement ; (c) do not use the Services for anything illegal, immoral or improper; (d) pay your bill on time or keep your pre-paid account active; (e) only use the Services with the equipment and SIM we have approved for use on the Network; (f) give us valid information we reasonably ask for and do not give us false information; (g) follow all reasonable instructions we give you and any reasonable guidelines we make available to you; (h) do not use the Services for making abusive, offensive, indecent or nuisance calls, for sending spam or unsolicited emails or text messages, for

making or receiving reverse charge calls or for infringing another person's rights including copyright or other intellectual property rights; (i) the customer complies with all laws of the United Kingdom; (j) they are not used to send, receive, upload, download or otherwise facilitate any material which is of a menacing nature, a nuisance, a breach of privacy or unlawful.

4.2 We shall endeavor to provide an effective and reliable Service. We are however unable to guarantee that our Services will be uninterrupted or fault free. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Data download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, and in-building/in-vehicle use and capacity constraints.

4.3 The Network and the Services may be upgraded, modified, changed and maintained from time to time. Greenfone will exercise its best endeavors to keep all such periods of interruption to a minimum. You acknowledge and accept Greenfone's obligation to carry out works from time to time in the interest of all Customers.

4.4 Standard phone-to-phone SMS Text Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at the standard MMS rates. Text messages sent over MMS are charged at the standard MMS rate. Different per message charges apply to international messages sent from the Territory. All types of messages are charged when sent whether read or unread by the recipient. We do not guarantee delivery of messages. All types of messages, including downloaded content, not delivered after a period of time will be deleted. We reserve the right to change this delivery period without notification. You are charged for each part of the messages that are sent by you in multiple parts. Some elements of multimedia messages may not be available to the recipient due to limitations on certain device. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient.

4.5 By default, you shall be provisioned to use the Missed Call Notification (MCN) Service. The Service features and specifications can be found in the respective FAQs. Greenfone reserves the right to amend the service, features and specifications without prior notification.

4.6 Through your Device you may be able to access value-added services, which include inter video calling, multi-media messaging and data access. Activation may require the enabling of certain settings and provisioning on your account or on your mobile phone or device. The Specific Terms and Conditions are available on: www.Greenfone.com. Other services may be introduced from time to time.

4.7 Notwithstanding our right to reduce, suspend or terminate the Services or restrict certain types of traffic, if you abuse the Service or breach these Terms, we may send you a formal warning specifying the unacceptable conduct and a notification by us that repeated breaches may result in temporary or permanent disconnection. If we apply a temporary suspension or restriction on you, we may lift this at our discretion, upon receipt of a formal written undertaking from you not to commit any future relevant abuse. All cases will be considered individually on their merits.

5. Roaming

5.1 You may use the Service whilst located outside the Territory; however access to foreign networks shall depend upon the arrangements between foreign operators and Greenfone .Roaming charges for the Service will be charged when outside our network. The display on your device will not necessarily indicate whether you will incur roaming charges. Services originated or received while outside the Territory are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for international roaming usage may be delayed due to reporting delays between carriers. See [www.Greenfone .com](http://www.Greenfone.com) or dial +44 7537199999 for more information and for a list of currently available countries and carriers. Compatible international-capable handsets are required for some markets. Availability, quality of coverage and Services while roaming are not guaranteed. Certain tenure, billing and credit restrictions and additional charges may apply. Conditions may change frequently due to new/amended agreements with other operators. You are advised to visit our website www.Greenfone .com for updated information.

6. Equipment

6.1 Upon receipt of a device from Greenfone in accordance with an applicable promotion or deal, all risk and responsibility in relation to such device shall pass onto the Customer, provided that Greenfone shall provide the Customer with a warranty in terms of applicable law.

6.2 Any SIM we provide to you, against payment or otherwise, remains our property and must be returned to us if we ask for it back. You must keep your SIM safe and can only use it to access our Services. SIM cards are easily damaged and should be handled with care. If your SIM is lost, stolen or damaged call us immediately. If your SIM is lost or stolen you will be liable for all charges relating to use of the SIM (including all call charges and data usage) up to the time that you notify us that your SIM is lost or stolen, regardless of whether the Charges have been incurred by you or someone else. If you lose the SIM you might be liable to pay a reasonable replacement charge. You may request a replacement SIM and we may provide it as soon as reasonably practicable, but we reserve the right to charge you for this SIM. Greenfone reserves the right to recall any SIM from the Customer at any time to enhance or maintain the quality of the Network.

6.3 Customers may, depending on the functionality of their Equipment, be able to store content in storage libraries hosted by Greenfone . Storage libraries may be password protected, in which case Customers must keep their password confidential. You shall be solely responsible for and shall notify Greenfone immediately of any unauthorised use of storage libraries. Storage libraries may have a limited capacity and Greenfone reserves the right to charge for storage capacity. Greenfone shall not be responsible for any loss or corruption of content in storage libraries. Greenfone does not monitor storage libraries on an ongoing basis but it may be required to suspend access to or remove content from storage libraries for legal reasons. There may be a charge for uploading or downloading content to and from storage libraries hosted by Greenfone or other third parties, which shall be based on the volume of such Call Content and/or the airtime transmission (depending on the nature of the Call in

question). Greenfone shall be entitled to delete the content of storage libraries after the termination of this Contract or if the storage library has not been accessed for a period of 6 months.

7. Charges

7.1 You are responsible for all charges for Services made from your Account. Charges for Services shall be at the rates established by Greenfone, subject to lawful change at the discretion of Greenfone in accordance to the applicable tariff plan. Greenfone shall normally offer a range of tariff plans with different rates and methods of charging. Charging rates and methods may vary depending on the type of service sent or received. Greenfone reserves the right to cease offering and/or replace its tariff plans from time to time. Existing tariff plans may not always be available. You are advised to read the relevant Greenfone tariff rules and rates which are available from the Greenfone website at www.Greenfone.com. You may change from one tariff plan to another subject to the tariff rules applicable thereto.

7.3 Greenfone reserves the right to back-charge you for any services provided.

7.4 At any time during the course of this Agreement, Greenfone is entitled to carry out a credit check on you. We will do this by making searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register, as well as other public information. We may use credit-scoring methods to assess the application and to confirm your identity. We may use the information obtained from credit searches and from other lawful sources to take any credit decision affecting this agreement. If at any time during the term of the agreement you fail to meet our credit conditions we may enforce any credit limits on your account, restrict the level of Services we provide to you, only allow certain methods of payment and/or suspend some or all of the Services at any time when you reach the limits established until we have received the full payment of any charges you owe under this agreement.

8. Security

8.1 We do not guarantee security. Data encryption is available with some, but not all of our services. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. We are not responsible for loss or disclosure of any sensitive information you transmit. Our services are not equivalent to landline Internet or phone services. We are not responsible for nonproprietary services or their effects on devices. We reserve the right to terminate your services with or without cause, including without limitation, upon expiration or termination of your mobile service agreement. Your wireless number may be transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites.

9. Suspension and Variation

9.1 Greenfone may, without terminating the Service, suspend provision of any Service in whole or in part, until further notice, with immediate effect if:

(a) we have reason to terminate the Services in accordance with clause 10 of this agreement;

(b) we need to carry out work relating to upgrading or maintenance of the Service or the Network;

(c) we need to provide support for any technical failure, modification or maintenance of the Service provided that we will use its reasonable endeavours to procure the resumption of the Services as early as possible.

(d) you fail to meet our requirements as to credit worthiness or if we reasonably believes that this Agreement has been entered into fraudulently, or that the equipment or the SIM Card is being used for criminal or unlawful activities by the Customer or any other person.

(d) become aware or has reasonable cause to believe that fraudulent or illegal use of the Service is taking place with or without the Customer's knowledge;

9.2 We reserve the right to monitor and control data volume and/or types of traffic transmitted via your Service and in the event your use of Service risks degradation of service levels to other customers, puts our system at risk, is not in keeping with acceptable use and/or does not comply with these Terms, we reserve the right to reduce, suspend or terminate your Service or restrict certain type of traffic on your Service. During any time of reduction, suspension or restriction you will remain liable for the payment of your Service charge.

9.3 Any suspension or unavailability of the Service shall be without prejudice to any other right or remedy which may be competent to Greenfone but shall not give rise to any claim by the Customer including, without limitation, to any claim for rebate or refund of any fees paid by him/her.

9.4 Greenfone shall have the right to vary this agreement at any time by giving you 30 days' written notice of such amendments and such amendments shall automatically become part of this agreement at the end of the said notice period. If you do not accept any such amendments, you have the right to terminate the agreement without incurring any penalty during the 30 day notice period.

10. Term and Termination

10.1 This agreement shall commence on the date of acceptance by Greenfone and shall continue until terminated as stipulated hereunder or as otherwise stipulated in any applicable tariff or offer. Greenfone reserves the right to charge a termination fee.

10.2 Service may be disconnected promptly and without notice by Greenfone , if:

a. you fail to pay any charges for Service you are liable to pay under this agreement;

- b. you become insolvent or bankrupt, you enter into any arrangement with your creditors or if any legal action is taken or threatened against your property;
- c. you or another person at your premises have committed, or may be committing, any fraud against us or against any other person or organisation by using the Services or Equipment;
- d. you have breached this agreement and have not remedied the breach within 7 days of our notification of the breach;
- e. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services and/or the Equipment or at any time during the duration of this agreement;
- f. our authority to operate as a public communications provider is terminated or suspended for any reason; or
- g. we are required to comply with an order, request or decision by any governmental or regulatory authority.

10.3 Charges for Services up to the date of disconnection will be legally due and collectable. If we disconnect your Service because you failed to pay for the charges you are liable to pay, we will be entitled to recover from you all costs of collection, interest not exceeding the maximum allowed by law, legal fees, as well as any disconnection fees applicable at the time.

10.4 Upon termination of this agreement, Greenfone shall disconnect your Equipment from the Network. The number allocated to you shall no longer be available upon disconnection from the Network.

11. Intellectual Property

11.1 All trademarks, service marks and trade names used on or in connection with Greenfone services are the property of their respective owners. You must respect the intellectual property rights of Greenfone and any owner of intellectual property whose protected property may appear on any website controlled by us or accessed through our services. Except for material in the public domain, all material displayed in association with our service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed or otherwise exploited, in whole or in part, without the permission of the owner.

11.2 Any content sent via the Services may be protected by copyright, trademark or other intellectual property rights. Customers accept and agree that their content may be manipulated, distorted, adapted, modified, stored or forwarded by others without restriction on wireless networks and the internet and Greenfone shall not be responsible or liable for such acts. You agree not to manipulate, distort, adapt or modify any other content without the prior consent of the holder of the rights in such content.

12. Data Protection

12.1 Your personal details and customer information shall be processed by Greenfone , any of its subsidiary companies, any related company, by their staff and employees according to the Data Protection Act 2001.

12.2 Greenfone will use the information supplied to it by the Customer only for its intended purpose. No information relative to the Customer will be utilised in any other manner unless with the written consent of the Customer. You acknowledge and agree that any information kept by us in relation to this agreement, including the nature of your transactions, may be disclosed to Banks, Financial Institutions, Police and/or the Security Service and other regulatory bodies as may be required by law. Greenfone will find it necessary to disclose some of your information to other licensed electronic communications operators and Greenfone 's Agents for the purposes of providing the Service and also to third parties (including other electronic communications operators) for the purposes of fraud prevention and insurance claims processing.

12.3 You acknowledge and agree that we may contact you by mail, telephone, email, electronic messaging including text messaging or fax for the purpose of providing service and billing information and updates, for credit scoring purposes and other customer services.

12.4 You acknowledge and agree that, for training purposes and to improve the quality of its customer services including complaint handling, we may occasionally monitor and record calls and mobile usage made to or by it relating to customer services and telemarketing.

12.5 You acknowledge and agree that your personal data shall be used and processed for the purpose of direct marketing and promotion, and that we may send you information about other products and services supplied by us or any of our parent or subsidiary companies, by mail, mobile, telephone, email, electronic messaging including text messaging or fax. You may, by written notice to us, oppose the processing of your personal data for direct marketing purposes.

12.6 By entering into this agreement, you explicitly consent to the use of your information for account management, billing, market research, customer profiling, product and service development, product and service marketing and customer care. You acknowledge and agree that upon disconnection, your personal data shall be retained and processed by us, our subsidiaries or any authorised third party, for a period of 12 (twelve) months, in order to carry out studies and/or surveys on the service provided.

12.7 In case of any default by you in the fulfillment of any terms of this agreement, we reserve the right to pass on any information or references contained herein to any credit reference agency as well as to any third party legally entitled to receive such information.

12.8 Under the Data Protection Act you can exercise your right to access and see the personal records held about you. You can ask for corrections, amendments and, where applicable the erasing of such personal data that has not been processed in accordance with the Act. You acknowledge that it is in your interest to advise us of any changes in your status so that our records are kept up to date.

12.9 We may decide to introduce a directory and/or enquiry service. We can put your name, address and telephone number for the Service in all versions of our directory and/or enquiry information service. However, we will not do so if you ask us not to (i.e. you request to be ex-directory). If you exercise this option your details will not appear in any version of our directory and/or enquiry services, and your number will not appear on any calling line display screen that any third party whom you call may have.

13 Customer Information

13.1 Greenfone shall not provide you with any statements in relation to your Account or records of calls made or received in the normal course of the Service unless such request is made in accordance with the Data Protection Act.

13.2 Greenfone may in certain limited circumstances disclose certain information regarding the Account of a Customer who are under the age of 18 years to the parents or guardians of such Customer who has registered with Greenfone for this purpose and who comply with the verification procedures specified by Greenfone. However, Greenfone may at its absolute discretion refuse to disclose any such information to any person in the event that Greenfone is not satisfied that the person requesting the information is the person who has registered with Greenfone for this purpose.

14. Exclusion of Liability

14.1 We will not be liable to the customer if unable to provide the Service because of something beyond our control including, but not limited to the following: (1) acts of God, (2) war, (3) hostilities, (4) civil disobedience, (5) acts of terrorism, (6) weather, (7) fire, (8) power failure, (9) failure of interconnected networks, (10) failure of machinery, equipment, (11) malicious acts of vandalism, or (12) strikes or industrial unrest.

14.2 You acknowledge that the service is not fault free and that the voice and data quality could be variable and affected by network delays, congestion and availability. We specifically exclude any liability arising from (a) access delays or interruptions; (b) loss of data or liability resulting from any errors, omissions, or mis-statements in any and all information, goods, or services obtained on or through the Service; (c) loss resulting from wrongful delivery or non-delivery of data (d) loss or liability resulting from the acts and/or omissions of Greenfone unless this is attributable to fraud or gross negligence of Greenfone or of its employees or other Greenfone Mobile users and (d) any error, omission or incorrect use of the Service by the Customer. Nothing herein shall have the effect of excluding or limiting the liability of Greenfone for death or personal injury resulting solely from its act or omission.

14.3 You also agree to hold us harmless from and indemnify us, our dealers, staff, and directors for and against liabilities, damages, indirect or consequential loss, loss of profits, business or revenue suits

and any expenses as a result of loss of Service, or the enforcement of these Terms. This Exclusion of Liability will continue to apply beyond the contract period.

15. Lawful intercept & Data Retention

15.1 You acknowledge that we are obliged to provide the Services in conformity with UK Law including laws dealing with Data Retention and Lawful Intercept. Accordingly we reserve the right to store and forward any records, data and recordings to the relevant authorities when requested to do so by a lawful order of the Police, Court, Tribunal or Regulatory.

16. Porting

16.1 Persons wishing to port to the Greenfone Network from another mobile network will be subject to Greenfone 's porting requirements. Greenfone may vary the porting requirements from time to time. If a deferred porting date has been requested, the Service shall not commence until the selected porting date.

16.2 Customers wishing to port from the Greenfone Network must contact the mobile operator to which they wish to port and will be responsible for complying with the porting requirements of that operator. Porting will be treated as a termination of this Agreement. You are advised that requests to port from the Greenfone Network may be declined by Greenfone in the event that your Account is in arrears or your details do not match those on our systems.

17. Miscellaneous

17.1 We may transfer our rights and obligations under this agreement, provided that prior notice is given to you. You may not transfer your rights or obligations under this Agreement.

17.2 This Agreement contains the whole agreement between you and us and any previous agreement in respect of the Services to be provided pursuant hereto is revoked by this Agreement. Nothing which is said to you by or on our behalf forms part of this Agreement. If for any reason any term of this Agreement cannot be enforced or relied upon, all other terms of this Agreement shall remain valid and binding. In line with the applicable legislation, Greenfone reserves the right and discretion to vary all or any of the Terms and Conditions from time to time.

17.3 Greenfone cannot accept responsibility for offers related to the provision of the Service made elsewhere than in its own advertisements or publications or for any promises, representations, waivers, indulgences or other purported variations of these Terms and Conditions unless confirmed in writing by an authorised employee of Greenfone .

17.4 Headings to the articles of the agreement are for ease of reference only and shall not affect the interpretation or construction thereof. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled under or in

connection with this Agreement, shall not constitute a waiver thereof, and any waiver of any default shall not constitute a waiver of any subsequent default.

17.5 Any notices we or you give each other shall be in writing and must be delivered by hand, sent by fax, by email or ordinary post to you at your registered address or email address or to us at Greenfone Ltd, 61 Station Road, Sudbury, Suffolk, CO10 2SP, UK. Any written notice sent to you by us is deemed to have been received by you three days after being posted to your last known address known by us.

17.6 The laws of the United Kingdom apply to these Terms. Any dispute that arises that cannot be settled amicably will be settled in the Courts of law of the United Kingdom.