



**INSIGNIA**

Insignia Connect  
Application Form

# INSIGNIA CONNECT APPLICATION FORM

\*Marked fields are mandatory

## PERSONAL DETAILS

Title\* Mr./ Mrs./ Ms./ Miss./ Other

First Name\*

Middle Name

Surname\*

## DELIVERY ADDRESS

Street

Address Line 2

Town/City\*

Postcode\*

Country\*

Telephone Number\* (Include country and area code)

Email Address\*

## BUNDLES

Your Base Tariff includes automatic enrolment into the Global Roaming price plan. This price plan entitles you to use your Base Tariff Allowance of free unlimited UK minutes, free unlimited UK SMS and up to 6GB of data in certain EU and non-EU countries for a daily fee. Additional Data Bundles are blocks of data allowance that you can purchase for use in countries outside of the EU and which are not participating in the Global Roaming price plan. If you would like an additional data bundle, please tick the appropriate box below. Prices for these bundles can be found in our Tariff Plan:

10 MB  50 MB  200 MB  1 GB  2 GB

## DATA ROAMING CAPS

Data caps limit the amount of charges you can accumulate when using mobile internet outside of the EU. Please indicate which cap you would like to have applied to your connection. Please note that data caps can be removed but require a minimum of 72 hours notice and that by opting into these caps you understand that your mobile internet will automatically be blocked once you reach the cap indicated.

£40  £200  £500  £750  £1,000

I do not wish to have any data roaming caps applied to my connection. I understand that I will be fully liable for all data charges by selecting this option.

## MOBILE DEVICES

You can also purchase the latest smartphones, MacBooks, tablets and fashion brand luxury mobile device accessories from Insignia Connect. We will send you the details of available hardware periodically. If you would like to opt-out please tick the box.

## GOLD NUMBERS

Insignia Connect can provide you with a range of gold numbers (easy-to-remember mobile phone numbers with sequences of identical digits). For the latest list of available numbers and prices, please tick the box.

## CHARGES

By signing this Application Form, you understand and agree that you will be charged a fixed basic line rental cost (the "Access Fee") of £33.26 per month exclusive of VAT. All other usage charges, daily price plan charges, optional bundles charges and other fees can be found in the document entitled Insignia Connect Mobile Tariff. If a copy of this document is not enclosed, you can request a copy by contacting Insignia Customer Services or your Personal Assistant.

Signature\*

Date\*

# INSIGNIA CONNECT TERMS AND CONDITIONS

## 1. AGREEMENT STRUCTURE

The Agreement shall comprise of: (1) these General Terms and (2) the Commercial Terms captured in the document entitled Insignia Connect Mobile Tariff and available from Insignia Connect upon request by the Customer.

## 2. DEFINITIONS

2.1 The defined terms in the Agreement shall have the following meaning:

**Access Fee** - A periodic fee payable by the Customer for use of the Services.

**Additional Connections** - Means a request by the Customer for Insignia Connect to provide a SIM card and mobile telephone number to a dependent of the Customer e.g. family member or employee, for the purpose of accessing the Services.

**Amendment Notice** - A document setting out a change to this Agreement that is issued to the Customer by Insignia Connect that does not require the signature of either Party.

**Artificially Inflated Traffic** - A flow or volume of traffic via any Service, which Insignia Connect's Providers believes is: (i) disproportionate to the flow or volume of traffic which Insignia Connect's Providers expect from good faith commercial practice and usage of the Service; (ii) disproportionate to the Customer's previous traffic profiles (in any given month) with Insignia Connect's Providers; or (iii) uses automated means to make calls.

**Business Day** - Any day which is not a Saturday, a Sunday or a public holiday in England.

**Charge** - Access Fees, fees for Equipment, Software License fees, fees listed in the Insignia Connect Mobile Tariff and all other fees payable by the Customer for use of the Services.

**Commencement Date** - The date when the Customer's SIM Card is first activated on the Network.

**Commercial Terms** - Information provided on a document entitled Insignia Connect Mobile Tariff, that details Insignia Connect's Charges to the Customer for the Services, and which incorporates these General Terms.

**Connection** - A SIM Card issued by Insignia Connect's Providers that has been configured to attach to the Network, with a price plan associated with it so that the Customer can use and be charged for Services supplied under the Commercial Terms.

**Customer** - The Insignia Connect member who agrees to use the Services by way of signing an Insignia Connect Application Form.

**Customer Information** - Information that (a) the Customer provides to Insignia Connect; or (b) details of how the Customer uses the Services, including information relating to the volume and types of calls made, details of charges paid and other financial information.

**Data Protection Legislation** - The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, any amendments or replacements to them, and any other legislation implementing Directives 95/46/EC and 2002/58/EC.

**Emergency Planning Measures** - The measures that may be taken as a result of 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.

**Equipment** - Any tangible material, but not a SIM Card, supplied by Insignia Connect to the Customer, or connected to the Network on the Customer's behalf, such as a mobile phone, a connecting cable or a power supply.

**Force Majeure** - Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.

**GSM Gateway** - 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.

**Insignia Connect** - The company that provides mobile services from one or more third party service providers.

**Insignia Connect Application Form** - The document setting out Insignia Connect's Providers provision of Equipment and/or Services, which incorporates these General Terms.

**Insignia Connect Device Price List** - The document issued by Insignia Connect detailing the current list of Equipment available upon request (as amended by Insignia Connect from time to time).

**Insignia Connect Mobile Tariff** - A document setting out the charges for using the Services which is available from Insignia Connect upon request from the Customer.

**Insignia Connect's Providers** - The company or companies that provide the mobile services to the End User via Insignia Connect.

**Insolvency Event** - An event where a Party 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.

**Invoice** - The invoice issued to the Customer from Insignia Connect where the Charges for the Services appear.

**Itemised Statement** - A document listing all call data records (CDRs) and applicable Charges.

**Network** - The telecommunication systems provided by Insignia Connect's Providers to provide the Services.

**PAC** - A porting authorisation code (PAC), which the Customer can request from Insignia Connect and which will allow the Customer to transfer their Insignia Connect telephone number to a third party mobile network provider.

**Party** - Shall mean Insignia Connect's Providers or the Customer, together "the Parties".

**OFCOM** - The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it.

**Overseas Networks** - Telecommunication systems outside of the UK Mainland used (but not controlled) by Insignia Connect's Providers in providing the Services.

**SIM Card** - A subscriber identity module (SIM) card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

**Software** - A machine executable computer programme, software module or software package or any part thereof (in object code only), supplied by Insignia Connect's Providers or its licensors to the Customer irrespective of how it is stored or executed.

**Software License** - The terms and conditions that prescribe how the Customer shall use Software and sets out the rights of the Software owner/licensor and the Software user in relation to such Software.

**Third Party Services** - Those Services provided by third parties which are charged in addition to the Customer's price plan. Third party services may include premium rate services, content services, calls to non-geographic numbers, or calls to call forwarding numbers, and using Equipment outside the United Kingdom, or making calls and sending texts to a country outside the United Kingdom.

**VIP Numbers** - Mobile telephone numbers that feature a sequence or sequences of identical numbers for the purpose of being easily memorable and which can be purchased at additional cost from Insignia Connect.

## 3. SERVICES AND COVERAGE

3.1 Insignia Connect's Providers shall use reasonable endeavours to supply the Customer with the Services.

3.2 The Customer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service. For example, the Services may be affected by local terrain (trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by the Customer.

3.3 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 it identifies Artificially Inflated Traffic; (v) due to Emergency Planning Measures; or (vi) where the Customer's Invoice has not been settled. Insignia Connect's Providers shall give the Customer notice of such suspensions where reasonably practicable.

3.4 Insignia Connect's Providers shall use reasonable endeavours to give the Customer access to Overseas Networks; however, Insignia Connect's Providers shall not be responsible for the performance of Overseas Networks. Overseas Networks may be limited in quality and coverage.

## 4. USE OF EQUIPMENT AND SERVICES

4.1 The Customer shall not: (a) use any Equipment or Services for any purpose that Insignia Connect's Providers (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent, (b) do anything that causes the Network to be impaired or damaged; or (c) use automated means to make calls, texts or send data (including via a GSM Gateway).

4.2 The Customer shall not resell or otherwise distribute the Equipment or Services to third parties except for the provisions of Clause 16.4.

4.3 The Customer is responsible for all obligations relating to the Equipment and Services captured in these General Terms as well as all applicable laws.

4.4 The Customer shall only use Equipment authorised for use on the Network. The Customer may request an unlocking code for mobile devices which will enable a third party supplied SIM card to operate with the mobile device. Insignia Connect's Providers are not responsible for the quality of service of any third party supplied services.

4.5 Where a Customer is in breach of their obligations under any clause contained within these General Terms, Insignia Connect shall be entitled to suspend the Customer's use of the Services. Before exercising this right, Insignia Connect shall notify the 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 Insignia Connect shall notify the Customer as soon as reasonably practicable after the suspension.

4.6 During any period of suspension, the Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.

4.7 The Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. Insignia Connect accepts no responsibility for these services, including where in accessing the service, the Customer gives unauthorised parties access to its equipment.

## 5. GSM GATEWAYS

The Customer shall not connect to any GSM Gateway to the Network. The Customer shall cooperate with Insignia Connect at all times to ensure that such GSM Gateways that are connected to the Network remain compliant with the applicable law.

## 6. EQUIPMENT

6.1 Insignia Connect shall bear the risk of loss or damage to Equipment and SIM Cards until the point of delivery to the Customer. Subject to clause 6.2, the Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time of delivery to the Customer.

6.2 The Customer shall notify Insignia Connect in writing within 5 Business Days of receipt if Equipment or SIM Cards arrive having been damaged, or if the order has been incorrectly fulfilled. The Customer shall notify Insignia Connect in writing within 10 Business Days of confirmation of Insignia Connect's order acceptance if the Customer does not receive the Equipment or SIM Card. Following such notification by the Customer, Insignia Connect shall replace damaged Equipment or SIM Cards, Equipment lost or stolen in transit, and any incorrect Equipment or SIM Card, free of charge.

6.3 Subject to clause 6.1, title to Equipment shall pass to the Customer as soon as Insignia Connect has charged the Customer's linked payment card for the order.

6.4 Where Equipment supplied to the Customer by Insignia Connect becomes faulty for reasons other than through the Customer's acts, omissions or misuse within the manufacturer's warranty period, the Customer shall return such Equipment to Insignia Connect and Insignia Connect shall replace the Equipment. Insignia Connect is not liable for replacing any out-of-warranty Equipment or Equipment which has been damaged due to the negligence of the Customer.

6.5 Insignia Connect's Providers do not manufacture Equipment and save for Clause 6.4 above excludes, to the fullest extent permissible at law, all warranties, terms or conditions in relation to Equipment, whether implied by law or otherwise.

6.6 The Customer shall replace all batteries and other consumable parts of the Equipment. Any attempt by the Customer, or third party authorised by the Customer, to repair or otherwise tamper with the Equipment may invalidate the manufacturer's warranty.

6.7 Insignia Connect's supply of Equipment and accessories shall be subject to availability. Insignia Connect operates a strict policy of not providing expected delivery dates to Customers for any ordered Equipment or accessories. The Customer shall be notified of delivery times and options as soon as practicable on a case-by-case basis.

## 7. CHARGES AND PAYMENT

7.1 Charges shall appear in an Itemised Statement and automatically charged to the Customer's linked payment card in a billing cycle consistent with the payment card's billing cycle meaning either monthly or quarterly.

7.2 If the Customer reasonably and in good faith disputes any of the Charges, the Customer shall notify Insignia Connect of such dispute within 14 days of receipt of the Itemised Statement, providing details of the dispute. Insignia Connect shall investigate such disputes with Insignia Connect's Providers and notify the Customer of its conclusion within 120 Business Days.

7.3 Where the Customer has not settled his Invoice, Insignia Connect reserves the right to suspend the Services.

# INSIGNIA CONNECT TERMS AND CONDITIONS CONTINUED

## 8. SIM CARDS AND NUMBERS

8.1 SIM Cards shall remain the property of Insignia Connect's Providers at all times and the Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.

8.2 The Customer shall inform Insignia Connect as soon as is reasonably practicable after the Customer becomes aware that a SIM Card is lost, stolen or damaged. Subject to Clause 6.1 the Customer shall be liable for any loss or damage suffered by the Customer as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that the Customer has notified Insignia Connect that such SIM Card is being used without the Customer's authorisation.

8.3 Insignia Connect shall allocate telephone numbers to the Customer which the Customer shall only use to access the Services. Insignia Connect 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 the Customer. Insignia Connect may withdraw telephone numbers that have been allocated to the Customer as a result of the Customer's failure to comply with this Agreement.

8.4 The Customer may purchase VIP telephone numbers from Insignia Connect for use with the Services.

8.5 If the Customer wishes to switch mobile network providers at any time and wants to retain their Insignia Connect telephone number, they are entitled to request a PAC from Insignia Connect for the purpose of porting the number to a third party mobile network provider.

## 9. SOFTWARE LICENCE

9.1 Subject to these General Terms and any Software License provided with the Equipment or Services, Insignia Connect's Providers shall grant or will ensure that the licensor will grant to the Customer, a non-transferable, non-sublicensable, and non-exclusive licence to use the Software until such a time that the Service is terminated.

9.2 Where Insignia Connect's Providers provides the Customer with Equipment or Services which contain Software subject to a Software License and the Customer does not accept the terms of the Software License, the Customer will not be able to use the relevant feature of the Service or Equipment to which the Software License relates and Insignia Connect shall not be liable for any failure to provide the Services which rely on acceptable of the Software License.

9.3 Where Software is subject to a Software License, the terms of the Software License shall comprise the Customer's sole rights and remedies in respect of the Software to which it applies.

9.4 The Customer shall not copy, modify, reverse engineer, adapt, translate, decompile, disassemble, make error connections, licence, sub-licence, or resell any Software in whole or in part.

## 10. ORDERS AND EQUIPMENT

10.1 The Customer shall order Services by submitting an Application Form to Insignia Connect. The Customer shall accurately complete all fields set out in the Application Form.

10.2 The Customer shall order Equipment in writing or verbally to Insignia Connect or a member of their staff.

10.3 Orders are binding from the date of acceptance by Insignia Connect.

## 11. TERMINATION

11.1 The Agreement shall commence on the Commencement Date and shall continue until the relevant Services are terminated in accordance with the Agreement.

11.2 The Customer shall have the right to terminate this Agreement by giving Insignia Connect 30 Business Day's written notice of termination.

11.3 The Parties shall each have the right to terminate this Agreement with immediate effect (by serving written notice of termination to the other Party): (a) if the other Party becomes subject to an Insolvency Event, or (b) 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 Business Day's to rectify such breach from the date that notice of any breach is received from the non-infringing Party).

11.4 Insignia Connect may terminate this Agreement with immediate effect, by giving notice in writing: (a) where the Customer has failed to pay his Invoice by the settlement date, or (b) where Insignia Connect has repeatedly invoked its rights of suspension.

11.5 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.

11.6 Upon termination of this Agreement the Customer shall immediately cease use of the Software (except Software which is embedded in Equipment to which the Customer has title) and Insignia Connect's Providers shall no longer supply, and the Customer shall immediately cease to use, any Services that were supplied pursuant to this Agreement.

11.7 Upon termination of this Agreement, any Charges owed by the Customer shall be automatically charged to the Customer's linked payment card.

## 12. INTELLECTUAL PROPERTY

12.1 The Intellectual Property Rights that exist in Services, Software and Equipment are owned by Insignia Connect and Insignia Connect's licensors. By supplying the Customer with Services, Software and Equipment, Insignia Connect is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to the Customer.

12.2 Where Insignia Connect creates Intellectual Property Rights during or as a result of the supply by Insignia Connect of Services, Software and Equipment to the Customer, Insignia Connect shall own all such Intellectual Property Rights.

12.3 The Customer must not do anything to jeopardise Insignia Connect or its licensor's Intellectual Property Rights.

## 13. CHANGING THE TERMS OF THIS AGREEMENT

13.1 Insignia Connect shall be entitled to change the terms of this Agreement by issuing an Amendment Notice, without the Customer's consent, to the extent that such changes are required by or are necessary (in Insignia Connect's opinion acting reasonably) to comply with applicable law. Where practicable, Insignia Connect shall provide the Customer with advance notice of such changes. If advance notice cannot be provided, Insignia Connect shall advise the Customer of the change as soon as practicable after it has been made. Insignia Connect shall not be liable to the Customer for any claims by the Customer as a consequence of such changes.

13.2 Insignia Connect may change the terms of this Agreement without the Customer's consent where to the extent that such changes are required due to alterations to the Network; the manner in which Insignia Connect operates; the way in which Insignia Connect provides Services (including where, in Insignia Connect's reasonable opinion, it is no longer commercially viable to provide a particular Service). In these circumstances, Insignia Connect shall advise the Customer of the change via an Amendment Notice, at least 30 days in advance of the change taking effect. If the Customer is materially disadvantaged and objects to such change, the Customer may terminate this Agreement under which the affected Service is provided by giving 30 days written notice. This right to terminate ends 30 days after the date that the change became effective. Insignia Connect shall not be liable to the Customer for any claims by the Customer as a consequence of such changes.

## 14. CONFIDENTIALITY

14.1 This Agreement and any information about Services that is not publicly available, is confidential, and must not be disclosed by the Customer under any circumstance.

14.2 Insignia Connect shall be entitled to keep records of the Customer Information, which Insignia Connect shall use to perform their obligations under this Agreement, and for related purposes.

14.3 Insignia Connect shall be entitled to disclose the Customer Information as required by any legal, regulatory or financial agency or by court order, or any third party (some of whom may be outside of the European Union) for the purposes of providing the Services.

## 15. LIABILITY

15.1 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 license; breach of any obligation of confidence; and any infringement of Insignia Connect's Intellectual Property Rights.

15.2 Except for Clause 15.1 above and to the extent not prohibited by law: 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 loss of business, revenue, profits, goodwill, use, data, or other economic advantage, 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. Insignia Connect shall not be liable to the Customer if it is unable to provide any of the Services contemplated by this Agreement due to circumstance outside its reasonable control.

15.3 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.

15.4 The warranties specified in this Agreement and/or any Service Specific Terms are the only warranties provided with respect to Services provided to the Customer by Insignia Connect. 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. TRANSFERRING THIS AGREEMENT TO THIRD PARTIES

16.1 Insignia Connect may transfer in whole or in part any of its rights and obligations under this Agreement to any other company provided that it has satisfied any reasonable conditions imposed by the Customer.

16.2 Insignia Connect may use sub-contractors to perform any of its obligations under this Agreement.

16.3 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.

16.4 The Customer may order Additional Connections for a dependent such as a family member or employee but agrees to be solely liable for such connections and not to charge any additional costs to these connections beyond the scope of the Insignia Connect Mobile Tariff.

## 17. DATA PROTECTION

17.1 If the Customer supplies Insignia Connect with personal data, the Customer shall ensure that it is accurate and up to date when disclosed. The Customer shall also ensure that the Customer has obtained, in instance for Additional Connections, from the individuals concerned all necessary consents under the Data Protection Legislation to both the supply of the data to Insignia Connect, and the processing of it by Insignia Connect, for the purposes of performance of this Agreement, supply of the Equipment and Services and for direct marketing about Insignia Connect's similar products and services. The Customer shall also ensure that any individual to whom personal data relates has given consent for Insignia Connect to pass such data back to the Customer.

17.2 Both Parties shall comply with its obligations under the Data Protection Legislation. The Customer acknowledges that Insignia Connect retains the role of Data Controller as defined in the Data Protection Act 1998 except in the limited circumstances where Insignia Connect processes any personal data for and on behalf of the Customer.

## 18. NOTICES

18.1 All notices served by the Customer under this Agreement shall be in writing and sent to the Customer Satisfaction Department of Insignia Connect. Insignia Connect shall send all notices to the Customer at the Customer's registered address. 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 Business Days after dispatch; and for fax on receipted transmission of the fax.

## 19. GENERAL TERMS

19.1 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 so.

19.2 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.

19.3 This Agreement is governed by the laws of England and Wales and is subject to the non-exclusive jurisdiction of the English Courts.

19.4 Only provisions set out in this Agreement shall apply to Insignia Connect's supply of Services to the 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. However, this shall not be taken to exclude either Party's liability for fraud.

19.5 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.

19.6 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.

19.7 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.

19.8 Where Insignia Connect supplies Equipment and Services to the Customer, such supply shall be deemed to be governed by the terms and conditions of this Agreement.

19.9 If there is a dispute under this Agreement, the Customer can raise a grievance with the Customer Satisfaction Department at Insignia Connect who shall conduct an internal investigation and provide the Customer with a conclusion in writing within 120 Business Days. The Parties shall attempt to resolve any dispute amicably before taking legal action against the other Party.

## TARIFF PLAN

	MAKING CALLS	RECEIVING CALLS	SENDING SMS	DATA
Within UK	Free	Free	Free	Free up to 6gb*
UK to Europe/USA & Canada	10p	Free	37p	NN/AA
UK to any other worldwide destination	25p	Free	37p	N/A
Europe to Europe and UK	Free	Free	Free	Free up to 6gb*
Europe Zone 1 to USA & Canada	15p	Free	37p	N/A
Europe Zone 1 to any other worldwide destination	63p	Free	37p	N/A
Europe Zone 2 to any other worldwide destination	57p	4p	7p	EU Traveller up to 6gb*
World Traveller (within the country you are travelling)	World Traveller	World Traveller	World Traveller	World Traveller up to 6gb*
World Traveller (to USA & Canada)	15p	World Traveller	World Traveller	N/A
World Traveller to any other worldwide destination	63p	World Traveller	World Traveller	N/A
Rest of the World Zone 1 (within the country you are travelling)	£1.12	75p	62p	£1.88 per mb
Rest of the World Zone 1 to any other worldwide destination	£1.37	75p	62p	£1.88 per mb
Rest of the World Zone 2 to any other worldwide destination	£2.50	£1.88	99p	£7.50 per mb

\*Data outside of the allowance is charged at £5.42 per 250mb

This document sets out the Commercial Terms for the Insignia Connect Services and is incorporated into the General Terms, which together form "the Agreement".

### 1. THE BASE TARIFF

#### 1.1 Fixed Monthly Access Fee

The Base Tariff has a fixed Access Fee of £32 which is billed on a monthly rolling basis.

#### 1.2 Allowance

The Base Tariff includes free unlimited calls within the UK and Europe Zone 1 countries, free unlimited SMS within the UK and Europe Zone 1 countries and up to 6gb of mobile data known collectively as the "Base Tariff Allowance". The Base Tariff Allowance can be used in conjunction with Euro Traveller and World Traveller subject to clauses 2 and 3.

1.3 Europe Zone 1 countries are subject to change from time-to-time but at the time of writing include: Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France and French Territories (Guadeloupe, Reunion, Martinique, Mayotte, French Guiana), Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy (inc. Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal (inc. Madeira), Romania, Slovakia, Slovenia, Spain (inc. Balearic Islands), and Sweden.

### 2. EURO TRAVELLER

#### 2.1 Insignia Connect Euro Traveller

Euro Traveller is a price plan that each Insignia Connect Customer is automatically enrolled into.

#### 2.2 Using Euro Traveller

Euro Traveller allows the Customer to use their Base Tariff Allowance (minutes, texts and data) in Europe Zone 2 countries (outlined in clause 2.4) for standard calls and texts to the country the Customer is roaming in and back to the UK only for a daily charge of £3.125, which will automatically be billed to the Customer's statement each day the Customer uses the Services within a Europe Zone 2 country. A day is defined as 00:00 until 23:59 local time. Calls or texts to countries outside of the UK and the country the Customer is roaming in will be charged at the standard rates indicated in Clause 4 and the daily charge will still apply. If a Customer travels to another Europe Zone 2 country on the same day, they will not be billed for an additional daily charge. If the Customer exceeds their Allowance, the Customer shall be charged at the standard rates for making calls, sending texts and using data.

#### 2.3. Exclusions

The following number, text and call types are not included in Euro Traveller: premium rate and non-geographic numbers, picture and video messages and calls made through a virtual private network (VPN) which are all charged at the standard roaming rates indicated in Clause 4.

2.4 Europe Zone 2 countries are subject to change from time-to-time but at the time of writing include: Albania, Bosnia and Herzegovina, Faroe Islands, Guernsey, Isle of Man, Jersey, San Marino, Switzerland, and Turkey (inc Northern Cyprus).

### 3. WORLD TRAVELLER

#### 3.1 Insignia Connect World Traveller

World Traveller is a price plan that each Insignia Connect Customer is automatically enrolled into.

#### 3.2 Using World Traveller

World Traveller allows the Customer to use their Base Tariff Allowance (minutes, texts and data) in the World Traveller Zone (outlined in clause 3.4) for standard calls and texts to the country the Customer is roaming in and back to the UK only for a daily charge of £6.25, which will automatically be billed to the Customer's statement each day the Customer uses the Services within the World Traveller Zone. A day is defined as 00:00 until 23:59 local time. Calls or texts to countries outside of the UK and the country the Customer is roaming in will be charged at the standard rates indicated in Clause 4 and the daily charge will still apply. If a Customer travels to another country in the World Traveller Zone on the same day, they will not be billed for an additional daily charge. If the Customer exceeds their Allowance, the Customer shall be charged at the standard rates for making calls, sending texts and using data.

#### 3.3. Exclusions

The following number, text and call types are not included in World Traveller: premium rate and non-geographic numbers, picture and video messages and calls made through a virtual private network (VPN) which are all charged at the standard roaming rates indicated in Clause 4.

3.4 World Traveller Zone countries are subject to change from time-to-time but at the time of writing include: Anguilla, Antigua & Barbuda, Argentina, Aruba, Australia, Barbados, Bermuda, Bonaire, Brazil, Canada, Chile, China, Colombia, Costa Rica, Curacao, Democratic Republic of Congo, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Ghana, Grenada, Guatemala, Guyana, Haiti, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Kenya, Lesotho, Mexico, Mozambique, New Zealand, Panama, Peru, Puerto Rico, Qatar, Russia, Saba, Serbia, Singapore, South Africa, St Eustatius, St Kitts and Nevis, St Lucia, St Maarten, St Vincent and Grenadines, Surinam, Thailand, The British Virgin Islands, The Cayman Islands, Trinidad & Tobago, Turks & Caicos, Uruguay, United States and the US Virgin Islands.

### 4. CHARGES

#### 4.1 VAT

All listed prices are exclusive of VAT.

4.2 The prices in this document include a service fee applied on the rates provided by Insignia Connect's third party vendor.

4.3 When users are roaming, they understand and agree that in some regions the service provider may not have network agreements with all local network carriers. This means that prices could vary depending on whether the device connects to a "preferred local network" with which the service provider has a network agreement or a "non-preferred local network" with which the service provider does not have a network agreement. In practice, a user's device will automatically connect to the preferred local network when arriving in a foreign country and only a manual roam will connect to a non-preferred local network. Charges for connecting to non-preferred local networks are not captured in this document.

#### 4.4 Charges Matrix

The table overleaf provides a comprehensive matrix of domestic, international and roaming charges.

4.5 For the purposes of the matrix, "zones" are specified as follows:

- Europe Zone 1: specified in Clause 1.3.
- Europe Zone 2: specified in Clause 2.4.
- World Traveller: specified in Clause 3.4.
- Rest of the World Zone 1: Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbuda, Belarus, Benin, Bolivia, Botswana, Brunei, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, East Timor, Falkland Islands, Fiji, French Caribbean, Gabon, Gambia, Georgia, Ghana, Grenada, Guatemala, Honduras, Iran, Iraq, Ivory Coast, Jordan, Kazakhstan, Kosovo, Kuwait, Kyrgyzstan, Liberia, Macau, Macedonia, Malawi, Malaysia, Mali, Mauritius, Mexico, Moldova, Mongolia, Montserrat, Montenegro, Morocco, Namibia, Nepal, Netherland Antilles, New Caledonia, Nicaragua, Niger, Nigeria, Oman, Pakistan, Palestine, Paraguay, Philippines, Rwanda, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Korea, Sri Lanka, Sudan, Swaziland, Syria, Tahiti, Taiwan, Tajikistan, Tanzania, Tasmania, Togo, Tunisia, United Arab Emirates, Uganda, Ukraine, Venezuela, Vietnam, Yemen, Zambia and Zimbabwe.
- Andorra, Belize, Bhutan, Comoros, Cook Islands, Cuba, Djibouti, Equatorial Guinea, Ethiopia, Greenland, Laos, Lebanon, Libya, Madagascar, Maldives, Sao Tome, Solomon Islands, Turkmenistan and Uzbekistan.

### 5. BUNDLES

#### 5.1 Additional Data Bundles

The following bundles can be added to the line and allowance renews on a monthly basis:

- 10mb of data in ROW (rest of the world - means outside of the UK/EU): £15 per month
- 50mb of data in ROW (rest of the world - means outside of the UK/EU): £50 per month
- 200mb of data in ROW (rest of the world - means outside of the UK/EU): £80 per month
- 1gb of data in ROW (rest of the world - means outside of the UK/EU): £100 per month
- 2gb of data in ROW (rest of the world - means outside of the UK/EU): £150 per month