

# PMGC Mobile Network and Mobile Hardware Terms and Conditions

The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

## 1. Definitions

- 1.1. PMGC means PMGC Technology Group Limited or its successors and subsidiaries with the registered office at 4 Station Court, Old Station Road, Hampton in Arden, Solihull, West Midlands, B92 0HA.
- 1.2. "Completion Requirements" where the recommended Third-Party Supplier has been allowed by the Customer's existing supplier and the Customer to complete the necessary connection and/or upgrades as required under the terms of the agreement with the Customer. Completion requirements are only met once all agreed connections are fully completed by PMGC and their recommended Third-Party Supplier.
- 1.3. "You" or "Your" means the customer named on the Order Form.
- 1.4. "Connection" means (i) any connection of a new mobile number to the Airtime Provider network for a Customer user or (ii) any connection of a Customer user that is ported to the Airtime Provider network from another airtime provider.
- 1.5. "Contract" means the agreement between the Customer and the Company for the provision of the Equipment and/or Services (or any of them) incorporating these Conditions, the signed Quote, the Order Form and any other Service Specific Conditions.
- 1.6. "Downward Migrated" means any connection where a tariff change means the line rental is reduced to lower than that in this agreement.
- 1.7. "Airtime Contract" refers to a contract for the supply and payment of airtime between the Customer and a Third-Party Supplier of airtime services introduced to the Customer by PMGC.
- 1.8. "Customer Airtime Framework Agreement" refers to the contract made between Vodafone or any other network and You, if applicable. This provides a framework setting out the terms and conditions under which You can order Services from Vodafone or any other network and add Connections under this Framework Agreement.
- 1.9. "Target Spend" is the amount of money specified in the Commercial Terms for a Service (where applicable).
- 1.10. "Commencement Date" is the date of acceptance of the Commercial Terms. Where acceptance is not expressed, acceptance is deemed when the Company begins to provide the Services and/or Equipment to Customer. Except for Target spend Services, if Customer makes further orders after the initial Commencement Date, the Commencement Date for the ordered Services shall be the date the Company begins to provide the ordered Services and/or Equipment to Customer.
- 1.11. "Cash back" means a financial incentive agreed to be made in writing by PMGC on prices, which apply at the date of this Agreement of future calls and line rental in relation to a mobile phone contract connected solely for entering into this Agreement.
- 1.12. "Subsidy" is any fund or financial incentive which may be used by the customer for further equipment or services and/or any other sum or investment paid or made available to the Customer by PMGC detailed on the Order Form, all of which are, for the avoidance of doubt, made at the sole discretion of PMGC. This includes: General Fund, Hardware Fund, Infrastructure Fund, Hardware Allowance, Technology Fund, Termination Fees and Line Rental Discounts.
- 1.13. "Buyout" refers to a financial incentive agreed to be made by PMGC to the Customer in applying to offset the fixed cost, which applies at the latter of the date of the Completion Requirements being met or of terminating an existing mobile phone agreement. As completing the Completion Requirements or terminating an existing agreement occurs after the date of this agreement, the agreed Buyout figure will therefore reduce from the agreed amount to a directly pro-rated balance.
- 1.14. "Claw back" relates to the reclaiming or non-payment by PMGC from the Customer of Buyout, Subsidy and Cash back payments, previously paid or due to the Customer by PMGC, due to any breach of the Terms and Conditions outlined below.
- 1.15. "Third Party Supplier" refers to a supplier of PMGC's choice introduced to the Customer by PMGC to provide services to the Customer.
- 1.16. "Minimum Contract Period" refers to the minimum length of the Airtime Contract and will be for a minimum of 24 months and a maximum of 60 months.
- 1.17. "GDPR" is the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

## 2. Financial Incentive

- 2.1. In consideration of the Customer entering into this Agreement, PMGC may have agreed to offer to the Customer a financial incentive by way of Cash back, Subsidy and or Buyout.

## 3. Claw-Back

- 3.1. PMGC will Claw-back from the Customer any Subsidy, Cash back or Buyout payments already made or agreed to be made to the Customer if within the Minimum Contract Period from the date that the Completion Requirements are met for whatever reason, including but not limited to:
  - a) the Customer terminates their Airtime Contract;
  - b) the Customer is disconnected by the Third-Party Supplier for any reason of default by the Customer or their employees or agents;
  - c) the Customer, if a consumer (a private individual purchasing for personal use), disconnects before their 14-day cooling off period;
  - d) where payment to the third party is required by direct debit and such direct debit is altered or cancelled without the written agreement of the Third-Party Supplier within the Minimum Contract period of the Customer entering into the Airtime Contract;
  - e) the Customer cancels any additional services to which the Customer has agreed to subscribe. Non-exhaustive examples of which are itemised billing, client management portal, mobile device management and insurance;
  - f) the Customer's obligations under this agreement are bought out, assigned or transferred in any way to another provider with an intention that this provider then provides an alternative service to the Customer; the Customer does not use the supplied handsets and/or SIM cards to make at least one chargeable call per mobile number within 21 days of delivery and at least once every month per mobile number for the duration of the contract;
  - g) where the customer engages and seeks to renew its airtime contract with an alternative network provider prior to contract-end without advising or giving notice to PMGC. In these circumstances any and all Cash back and Subsidy paid to date are recoverable.
  - h) any Cash back and Subsidy remaining at the end of the contract unclaimed in null and void unless it is agreed with PMGC in advance that this fund can be rolled forward into the resigned Contract.

## 4. Eligibility

- 4.1. Connection to the Third-Party Supplier's airtime system is subject to:
  - a) status and acceptance by the Third-Party Supplier;

- b) the Customer having entered into an Airtime Contract for the Minimum Contract Period;
  - c) the Customer having agreed that termination of the Airtime Contract following the Minimum Contract Period shall require at least one month's notice by the Customer to the Third-Party Supplier. Where notice of termination of the Contract has been given the actual cessation will be 60 days after the contract has ended to ensure seamless transfer to the customers' new Supplier.
- 4.2. To be eligible for any Subsidy, Cash back or Buyout payment the Customer must agree to these Terms and Conditions in full, have read and accepted the Terms and Conditions of the Airtime Contract of PMGC's Third Party Supplier to the Customer.
  - 4.3. Customers registered in the United Kingdom for the purposes of VAT shall provide an official VAT invoice to PMGC for the agreed value of applicable Subsidy, Cash back and/or Buyout. All invoices should be sent to [finance@pmgrouk.com](mailto:finance@pmgrouk.com), including the Customer's bank details.
  - 4.4. Upon approval and acceptance by PMGC of the Customers invoice and the signed agreement, Subsidy, Cash back or Buyout payments will be made monthly over the Minimum Contract Period.
  - 4.5. PMGC is entitled to automatically resign the customer at the end of the Minimum Contract Period for a further additional Minimum Contract Period in perpetuity if the customer does not notify us before the end of the contract date. Where the customer has provided notice to terminate after the auto resign date, the contract will continue to the end of this subsequent Minimum Contract Period only.

## 5. Warranties and Indemnities

- 5.1. PMGC accepts no tax liability incurred by any individual or business in relation to this agreement.
- 5.2. The Customer agrees that where they are approached within the Minimum Contract Period of the Airtime Contract by another mobile telecom provider with an offer for the provision of an alternative service which they are considering accepting then the Customer shall provide PMGC with details of such offer and give PMGC an opportunity to make to the Customer an alternative offer to that of the provider here referred to.
- 5.3. PMGC may advise the Customer on what PMGC believe to be the cheapest way to terminate their existing agreement with their current supplier but it is the Customer's responsibility to make enquiries with their supplier as to the actual cost of termination and PMGC shall not be liable for any costs whatsoever arising from the giving of such advice.
- 5.4. Where PMGC agree to make a Buyout payment, such payment shall be based upon the amount in the signed agreement.
- 5.5. No agent of PMGC has any authority to act on behalf of the Customer in relation to the termination of any existing contract or obtaining of PAC's unless otherwise agreed with the full written authority of the customer.
- 5.6. PMGC accepts no responsibility or liability if the Third-Party Supplier's network does not meet the Customer's expectations in any way.
- 5.7. PMGC accept no responsibility for equipment already owned by the Customer, even where PMGC provide Third Party Supplier SIMs to enable the Customer to use their existing equipment.

## 6. General

- 6.1. These Terms and Conditions constitute the entire Agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing by PMGC.
- 6.2. Any hardware supplied by PMGC such as mobile phones, tablets as detailed under this agreement will remain the property of PMGC and/or the leasing company as applicable, until this agreement has reached the end of the Minimum Contract Period. If the agreement is terminated prior to the end of the Minimum Contract Period, any hardware needs to be returned at the cost of the customer within 14 days or you agree to pay a charge of the current retail price as advised by PMGC at the prevailing time. PMGC will charge for any hardware returned that is not in its estimation that has sustained damage and is not reasonable wear and tear.
- 6.3. By signing this agreement, you agree to place the order and help PMGC fulfil its obligations in whatever way necessary, including, but not limited to supplying a PAC (within 7 days of us requesting them) or paying 3rd party supplier upgrade fees, providing the order is accepted by PMGC. In the event that a Customer cancels prior to the Completion Requirements being fulfilled or fails to supply matters required by PMGC to achieve the Completion Requirements, disconnects a Connection prior to the expiry of the Minimum Contract Period or a Connection is Downward Migrated during the Minimum Contract Period then PMGC shall be entitled to: Clawback, on a pro-rata basis over the remainder of the Minimum Contract Period, any Cash back, Subsidy, Buyout or other financial incentive provided to the Customer, including, but not limited to any loss of Line Rental charges and an average of the last 6 months call charges multiplied by the remaining months of the Minimum Contract Period. In addition, where PMGC provided Equipment as part of its Subsidy the customer may also be required to pay for or return this Equipment and any reasonable administration charges as notified to the customer. This includes but is not limited to, you being unable or unwilling to supply a PAC or PAC's within 7 days of us requesting one, a 3rd party supplier agreeing to disconnect you once you have been connected, you notifying us that you wish to cancel and us agreeing to that cancellation, or you not responding to our letters to fulfil your order within 7 working days (deemed cancellation). For clarity if you are a business customer you do not qualify for a 14-day cooling off period as detailed in clause 3.1.c). If you fail a credit check you agree to help us by providing financial records, previous bills and any other company documentation requested by the 3rd party supplier. If you disagree this will be deemed cancellation and the cancellation charge will apply. You also agree that we may credit check you with other 3rd party suppliers and if you pass agree to use their services providing a similar deal can be constructed. We reserve the right to request a deposit which will be returned at the end of the Contract.
- 6.4. When a tariff is selected that provides a specific promotion, should the Third-Party Supplier decide that you do not qualify for that promotion or if the promotion is withdrawn before connection due to delay for any reason, for example stock availability then PMGC will not be held responsible for any perceived loss.
- 6.5. This agreement is not agreed by PMGC until counter signed by an authorised delegated signatory of PMGC.
- 6.6. Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing and addressed to the other party at its registered office or principal place of business or such other address as may at the time have been notified pursuant to this provision to the party giving notice.
- 6.7. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement shall be considered by a waiver of any subsequent breach of the same or any other provision. If any provision of any of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provision of these Terms and Conditions and the remainder of the provision in question shall not be affected.
- 6.8. PMGC reserve the right to amend these Terms and Conditions at any time, any subsequent amendments to PMGC's Terms and Conditions become effective 30 days following our notice to you of such change. Any changes in these terms and conditions will also be posted on our website at [www.pmgrouk.com/terms-of-use](http://www.pmgrouk.com/terms-of-use)
- 6.9. Both parties agree to comply with the following Data Protection legislation: the GDPR; the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof; any legislation of equivalent purpose or effect enacted in the United Kingdom, or, where relevant, the European Union, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or, where relevant, a European Union judicial authority.
- 6.10. The laws of England and Wales shall apply to this Agreement and the parties agree to submit to the exclusive jurisdiction of the English courts.