

Product Schedule: Mobile Services - Terms and Conditions

- 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 and also the relevant Tariff terms and conditions and Technology Fund Product Agreement as relevant. 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, the Arrow standard Terms and Conditions, the Tariff terms and conditions and Technology Fund Product Agreement (as may be applicable and as set out on the Arrow website), the documents shall prevail in the following order: This Product Schedule, the Arrow standard Terms and Conditions, the Tariff terms and conditions and the Technology Fund.
- Definitions:**

"Artificially Inflated Traffic" or "AIT" means the volume, frequency, duration and regularity of calls, texts and/or data to and from any Number or other service which is, as a result or consequence of any activity by or on behalf of the Customer and/or User, disproportionate to that which would be expected from good faith commercial practice and usage of the Network;

"Electronic Communications Network" shall have the meaning given to it in section 32 of the Communications Act 2023;

"Fair Usage Policy" means the Arrow Mobile Services Fair Usage Policy as attached (as updated and/or amended from time to time).

"Gateway" means any equipment containing one or more SIM Card(s) for one or more mobile networks, which enables the routing of calls and/or SMS and/or any other form of communication from fixed apparatus to mobile equipment, by establishing a mobile-to-mobile call or Data Connection;

"Mobile Services" means the mobile telephone services set out in the Product Agreement provided by Arrow to the Customer or User (as applicable) and in the Tariff terms and conditions.

"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.

"Mobile Connection" is the connection of a Mobile Device to a Network using a Number.

"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 18 will apply.

"Number" means a number or a reference used in respect of the Services as further described in the Product Agreement whether or not allocated by Arrow.

"Technology Fund" means funds that may be allocated to the Customer which can be used by the Customer to purchase devices in respect of the Services and as further described in the Technology Fund Product Agreement.
- 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.
4. **Fair Usage Policy:** The Customer warrants that the Services are only used in compliance with the Fair Usage Policy as attached which sets out the Customer's usage obligations and the Customer's liability in the event of a breach of the Fair Usage Policy. The Customer shall provide such assistance as Arrow reasonably requires in relation to the Fair Usage Policy and shall indemnify and keep the Arrow Group free from and indemnified against all Losses whatsoever arising out of, brought or threatened against the Arrow Group by any person in connection with any breach of the Fair Usage Policy.
 5. **Customer Usage:** The Customer shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will:
 - 5.1 not use the Mobile Services in any way to generate AIT;
 - 5.2 not, without the prior written consent of Arrow which may be withheld at Arrow's absolute discretion, establish, install, or use a Gateway so that telecommunication services are provided via the Gateway;
 - 5.3 not make nuisance calls or use the Mobile Services to spam or to send unsolicited advertising or promotional material; and
 - 5.4 comply with any applicable Fair Usage Policy that Arrow, or the Network Operator may issue from time to time.
 6. **Customer Usage When Overseas:** The Customer accepts that the choice of Network used when using the Services either when roaming or outside of the UK, is that of the User, and that Arrow will not be liable for any inadvertent usage or any Charges which may be incurred as a consequence of such usage.
 7. **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.
 8. **Payments:**
 - 8.1 **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, upon expiration of the account under this Product Schedule or where Arrow exercises its right to terminate the Agreement due to the Customer's breach of the Fair Usage Policy, the Customer shall pay all Gross Recurring Charges in addition to any porting charges in respect of each and every terminated Mobile Connection relating to the number of months specified in the Product Agreement (calculated from the date of each individual 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)).
 - 8.2 **Technology Fund:** 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.

9. **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; or where (iv) where Customer has breached the Fair Usage Policy as per paragraph 12 below. 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.
10. **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.
11. **Numbers and IP Addresses:** The Customer shall not, under this Product Schedule, acquire any right, title or interest in any Numbers or IP Addresses. Arrow reserves the right to modify any telephone numbers or IP Addresses allocated or introduce additional codes if this is required for operational or technical reasons or by an Infrastructure Provider or government authority.
12. **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 8. Porting fees per Mobile Connection will be included in the final invoice.
13. **Customer Breach:** The Customer acknowledges and agrees that if Arrow reasonably suspects that the Customer, User or other third-party has:
 - a) established, installed, or is using a Gateway without the prior consent of Arrow; or
 - b) generated or continues to generate AIT, or
 - c) has breached the Fair Usage Policy.

Arrow may disconnect such Connections immediately without liability to the Customer or any other affected party and shall be entitled to suspend or terminate this Agreement, or any Services provided under the Agreement, and charge the Customer for the usage by the User at the given Arrow standard rate which is published from time to time.

14. **Quality of Service:** The Customer specifically recognises and agrees that:
 - 14.1 Save as otherwise agreed in a Product Agreement, Arrow provides the Services (including any Equipment) on a resale basis. Arrow's role is to use its reasonable efforts to manage the provision of the Services in its capacity as a telecommunication service provider acting as a reseller and not to manage or run a network or other Service Infrastructure (which is the relevant Infrastructure Provider's responsibility). The Customer acknowledges that the Services are provided on an "as is" basis and that it is not possible to offer fault or interruption-free Services. Arrow will use its reasonable endeavours to keep and maintain complete and accurate records of data to ensure accurate billing and to operate a helpdesk.

- 14.2 The Mobile Network is provided via radio waves or digital transmissions; (i) there may be no service or very poor service in some areas; (ii) obstacles, e.g. hills, buildings, underpasses and atmospheric conditions, may also affect the Mobile Network; (iii) the features available to a Mobile Connection depends on the Mobile Network and Mobile Services that the Customer has selected, and (iv) the features available to a Mobile Connection depends on the Mobile Network and Mobile Services that the Customer has selected as part of their domestic tariff or, when roaming overseas, (i.e. outside of the UK) whether selected by the Mobile Device automatically or manually by the User.
15. **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.
16. **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.
17. **Charges:**
- 17.1 **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.
- 17.2 **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.
- 17.3 **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.
18. **Changes to the Agreement for Consumers:** The provisions of this paragraph 18 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 18 applies, the following changes shall be deemed to have been made to the Arrow standard Terms and Conditions:
- 18.1 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.
- 18.2 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.”

18.3 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

18.4 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.

18.5 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).”

18.6 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.”

18.7 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.”

18.8 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.

In addition, where this paragraph 18 applies, paragraph 7 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.”

19. **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.

Arrow Mobile Services Fair Usage Policy

1. Customer must only use the Services or SIM cards for private, personal and legitimate business purposes.

What to avoid: Customer must not use its SIM card to support any connection where the SIM card is fitted into equipment for use with applications that primarily transfer information between fixed systems and remotely located handsets/assets or any other remote computer systems.

2. You must only use the Equipment or SIM cards for the purposes advertised, described in any user guides, or as instructed by us. You cannot use a SIM card in or connected to any device or hardware other than the device or hardware it is supplied with.

What to avoid: Using equipment or SIM cards other than as intended. For example, using the SIM card in a modem instead of a mobile phone or tablet would fall outside this Fair Usage Policy.

3. Customer must not use, or allow anyone else to use, the services or SIM cards for call forwarding services, concurrent calling, paging services, and onward calling services or to contact numbers that pay a revenue share and Customer cannot resell our services.

What to avoid: Making unusually high volumes of calls, making multiple calls at the same time or making calls to earn financial revenue or any other reward from these calls would constitute use of our services or SIM cards that would fall outside this Fair Usage Policy.

4. Customer must not use our services or SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages.

What to avoid: Sending unusually high volumes of SMS messages, sending SMS messages to an unusually large number of recipients or distribution groups or sending any automated or unsolicited SMS messages. For example, sending spam text messages would fall outside this Fair Usage Policy.

5. Customer must not use our services or a SIM card in such a way that in our reasonable opinion we reasonably believe adversely impacts the network or the service to other customers.

What to avoid: Using our services to do anything which slows down the performance of the network, or prevents other customers from using the network as intended because of congestion caused by usage of the services.

6. Customer must not establish, install or use a gateway device (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the internet, when used for making large volumes of calls or sending large volumes of texts).

What to avoid: Using gateway devices to send automated messages or make automated calls would fall outside this Fair Usage Policy.

7. Customer must not use our services fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any rights or anyone's privacy or is otherwise unlawful.

What to avoid: Making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content are examples of use that would fall outside this Fair Usage Policy.

For the avoidance of doubt the prohibited activities listed above is a non- exhaustive list. Arrow reserves the right to assess any activity which it may consider inconsistent with a reasonable customer's good faith use of the services provided by Arrow.

8. Customer may use our services abroad for periodic travel only, like business trips or holidays. If the Customer is genuinely not using our services for periodic travel we may have to charge you for, or suspend you from, using our services abroad.

What to avoid: Using our services for the first time outside of the UK or using our services abroad for prolonged periods which don't follow reasonable business, holiday or travel patterns and behaviour. If Customer uses our services abroad for 60 or more days in any four-month period this is likely to be deemed to be an unfair use of our services and Customer will be in breach of this Fair Usage Policy.

What happens if Customer usage falls outside this Fair Usage Policy?

Calls and texts: If we reasonably suspect that you are not complying with this policy, we reserve the right to impose further charges or disconnect your SIM card or your tariff at any time, having attempted to contact you first.

Data use: If you use more than 600Gb of data on a single SIM in any given calendar month, we reserve the right to impose further charges or disconnect your SIM card or your tariff at any time, having attempted to contact you first.

This is not an exhaustive list of how a Customer could be breaching this Fair Usage Policy. If we reasonably suspect a Customer or end user is not complying with this policy, we reserve the right to impose further charges or disconnect your SIM card or your tariff at any time, having attempted to contact you first.