



Terms and Conditions relating to 3 Services and Equipment

THE DEALER AGREES TO COMPLY WITH THE FOLLOWING IN RELATION TO ITS PROMOTION AND SALE OF ALL 3 SERVICES AND EQUIPMENT AND THESE TERMS AND CONDITIONS SHALL FORM PART OF THE DEALER AGREEMENT

- 1 Definitions**

The definitions for these terms and conditions are in Schedule 6
- 2 General Obligations of Dealer**
 - 2.1 The Dealer shall co-operate with EBS and/or H3G's reasonable directions, particularly with regard to standards and quality of promotion and service and any Bulletins issued by H3G from time to time.
 - 2.2 The Dealer must obtain all licences, permits and approvals necessary or advisable for the sale of any Equipment and for the performance of its obligations under the Dealer Agreement.
 - 2.3 If the Dealer wishes to use any Equipment, the Dealer must submit an Order to EBS using its stockist sales code for Equipment and the procedure nominated by EBS from time to time in accordance with the terms agreed between the Dealer and EBS.
 - 2.4 The Dealer must immediately notify EBS if Equipment within its possession is stolen, lost, damaged or tampered with.
 - 2.5 If the Dealer wishes to sell by a Means of Distance Communication, the Dealer must notify EBS and assist EBS in providing any information required by H3G. The Dealer shall comply with any instructions issued to it regarding sales by Means of Distance Communication.
 - 2.6 In each of the Dealer's premises used for the sale and promotion of Equipment and/or 3 Services (unless advised otherwise in writing):
 - 2.6.1 the linear wall space dedicated to the demonstration and display of Equipment and 3 Services must equal at least 2 continuous metres;
 - 2.6.2 power outlets must be available as necessary;
 - 2.6.3 the window space dedicated to the demonstration and display of Equipment and 3 Services must equal at least 50% of the window space in each retail premise for a minimum of 5 months in each year (one of these months to be December);
 - 2.6.4 not less than 20% of the in-store environment used to display mobile networks must be dedicated to the demonstration and display of Equipment and 3 Services; and
 - 2.6.5 there must be at least one employee with expertise in the Equipment and 3 Services when each Dealer premises are open for business.
 - 2.7 The Dealer acknowledges and agrees that the contract for the sale of the Handset is between Dealer and each Customer and Dealer must not in any way suggest otherwise.
 - 2.8 Any sales leads passed to the Dealer are to be used only for the purpose of obtaining customers for any of the 3 Services and any misuse of sales leads will entitle EBS to terminate the Dealer's appointment.
 - 2.9 The Dealer must not encourage, procure or assist any third party to introduce (whether directly or indirectly) Customers to H3G for the provision of 3 Services.
 - 2.10 The Dealer shall not make any representations or warranties in respect of the Equipment or 3 Services without EBS's prior written consent nor incur any liability on behalf of EBS or H3G.
 - 2.11 The Dealer shall submit to EBS not less than once a year a business plan in such form as EBS shall reasonably require.
 - 2.12 The Dealer shall attend and shall ensure that its staff attend such training as EBS (or H3G) shall deem necessary to fulfil the Dealer's obligations under the appointment.
 - 2.13 The Dealer shall observe and comply with all relevant legislation, statutory instruments and any direction of EBS and/or H3G resulting from directions or recommendations made by OFCOM (or its equivalent successor) or the Secretary of State for Trade and Industry.
 - 2.14 Dealer must keep secret and confidential all Confidential Information disclosed to it and shall not disclose such Confidential Information save with the prior written consent of the person whose Confidential Information is being disclosed (such consent to disclose may be subject to the recipient being bound by obligations equivalent to those set out in the agreement), except where Dealer can show the Confidential Information is or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under the Dealer Agreement.
 - 2.15 Dealer acknowledges that the Customer Information is a valuable and confidential asset of H3G and that H3G own all Customer Information relating to 3 Services.
 - 2.16 The Dealer agrees that in respect of any Customer Information or other personal data contained in the Confidential Information of H3G that it may process on behalf of H3G that at all times:
 - 2.16.1 it will comply with all of the Dealer's obligations under any relevant Data Protection Legislation (including any obligations under legislation which H3G or EBS is obliged to impose on the Dealer, including in particular, the adoption of appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data);
 - 2.16.2 it will act solely in accordance with H3G's instructions. Where applicable, expressions defined in the Data Protection Act 1998 and used herein shall have the meaning given to them in the Data Protection Act 1998.
 - 2.17 Dealer must not:
 - 2.17.1 use any Customer Information for any reason other than for the purpose of performing its obligations under the Dealer Agreement;
 - 2.17.2 disclose any Customer Information to any person other than to H3G or the Customer to whom it relates;
 - 2.17.3 sell, transfer, rent or otherwise deal with any Customer Information;
 - 2.17.4 unless approved in writing by H3G, create any database containing Customer Information; or
 - 2.17.5 use any Customer Information in any mailing, cold calling or other marketing activity involving the promotion of products and/or services of any competitor of H3G even if such marketing activity also involves the promotion of H3G products and/or services.
 - 2.18 The Dealer shall ensure that each of its employees, servants and agents, at all times:
 - 2.18.1 keep secure all Customer Information; and
 - 2.18.2 confine the distribution of completed Registration Forms and any Customer Information to those who need access to it for the purpose of complying with the Dealer Agreement;
 - 2.18.3 observe the provisions of clauses 2.16 and 2.17 above and clause 2.18 in respect of any duties or obligations to be performed in connection with the processing of Customer Information on H3G's behalf.
 - 2.19 The Dealer shall ensure that all procedures notified by EBS including, but not limited to, Customer Registration Process, credit checking and provision of the Customer Terms for 3 Services to Customers are fully complied with including but not limited to:
 - 2.19.1 ensuring that, if the Customer wishes to purchase Equipment and apply for 3 Services while he/she is present in the Dealer's retail premises or is otherwise in the presence of the Dealer, it undertakes the Customer Registration Process for sales in accordance with the procedure set out in Schedule 1;
 - 2.19.2 ensuring that, if the Customer wishes to purchase Equipment and apply for 3 Services while he/she is not present in the Dealer's retail premises or is not otherwise in the presence of the Dealer, it undertakes the Customer Registration Process for sales by a Means of Distance Communication set out in Schedule 2;
 - 2.19.3 ensuring that it only issues a USIM to a Customer if the Dealer has:
 - 2.19.3.1 strictly performed the appropriate Customer Registration Process; and
 - 2.19.3.2 complied with specific directions (if any) given by H3G from time to time in respect of the issue of any USIM;
 - 2.20 The Dealer shall ensure that it meets the key performance indicators notified to it by EBS.
 - 2.21 The Dealer must fully indemnify and hold harmless EBS and/or H3G (and its directors, officers, employees and agents) ("Indemnified Parties") from and against any losses, damages, costs (including legal fees) and expenses suffered or incurred by the Indemnified Parties or awarded by a court of competent jurisdiction against the Indemnified Parties as a result of or in connection with any claim or action arising out of:
 - 2.21.1 any breach by Dealer of the Dealer Agreement;
 - 2.21.2 any breach by Dealer of the Customer Registration Process;
 - 2.21.3 any claim brought by a third party in relation to an act or omission of the Dealer; or
 - 2.21.4 any breach by Dealer of any statute or regulation.
 - 2.22 The Dealer shall comply with all reasonable instructions issued by EBS or H3G.
 - 3 H3G Intellectual Property and Marks**
 - 3.1 All Intellectual Property Rights in the 3 Services, the Confidential Information of H3G and the H3G Marks are the property of H3G ("H3G IP").
 - 3.2 Dealer acknowledges that its right to use H3G IP is only as expressly set out in the Dealer Agreement. Dealer acknowledges and agrees that its use of the H3G IP pursuant to the Dealer Agreement does not give Dealer any rights, title or interest in the H3G IP except the right to use the H3G IP as expressly permitted by the Dealer Agreement, and that all goodwill in or associated with the H3G IP, including any goodwill generated by or arising through Dealer's activities under the Dealer Agreement accrue for the benefit of, and belong exclusively to, H3G or any other party nominated by H3G.
 - 3.3 If, for the purposes of Dealer performing any of its obligations under the Dealer Agreement, it is necessary for Dealer to use any software provided by H3G ("Software"), then EBS shall arrange for H3G to grant to Dealer a non-exclusive, non-transferable licence to use the Software in accordance with H3G's direction and licence terms and solely for the purpose of fulfilling Dealer's obligations under the Dealer Agreement. Dealer acknowledges and agrees that, to the maximum extent permitted by applicable law, H3G disclaims all warranties, conditions or terms, whether express or implied, including implied warranties, conditions or terms of satisfactory quality or fitness for a particular purpose with respect to the Software, any installation of the Software and any accompanying documentation. Dealer acknowledges and agrees that H3G will not have any liability for any loss of, damage to, or corruption of, data caused by the installation and/or use of the Software by Dealer. Such licence will automatically terminate at the same time that the Dealer's appointment under the Dealer Agreement is terminated for any reason.
 - 3.4 From time to time, Dealer may be permitted to use the H3G Marks. In using the H3G Marks, Dealer must:
 - 3.4.1 comply with the H3G Brand Guidelines set out in Schedule 5 to these terms and conditions;
 - 3.4.2 ensure that each reference to and use of the H3G Marks is in accordance with any written instructions from H3G or EBS;
 - 3.4.3 observe H3G's Marketing Guidelines and directions regarding the use of the H3G Marks notified by H3G or EBS, particularly in respect of all Advertising Materials, websites and signage;
 - 3.4.4 submit details of any use of the H3G Marks to H3G at the address notified to Dealer for prior approval at least ten (10) Working Days before use by Dealer. H3G may refuse any use in its absolute discretion.
 - 3.5 Dealer must not:
 - 3.5.1 Alter, destroy, cover or remove any H3G Marks; or
 - 3.5.2 Affix its own trade mark (or that of a third party), either in addition to or in place of any existing H3G Marks; affixed to any Equipment or packaging supplied by or on behalf of H3G or EBS under the Dealer Agreement.
 - 3.6 Dealer must not licence, permit or otherwise authorise any third party to use the H3G Marks.
 - 3.7 Dealer must immediately inform H3G and EBS if Dealer becomes aware of any improper or wrongful use by any person of the H3G IP.
 - 3.8 Dealer must not do, cause or authorise to be done, anything which may impair, damage or be detrimental to the reputation or goodwill associated with H3G, Equipment, 3 Services or the H3G IP, which may adversely affect the value or validity of the H3G IP, or which may bring the H3G IP into disrepute or which may jeopardise or invalidate any registration or application of registration of the H3G IP or H3G's title to the H3G IP.
 - 3.9 Dealer must not use, register, attempt to use or attempt to register the words "H3G", "3G", "3", the H3G Marks or any confusingly similar name or mark in its business, including any website domain name, trade name or company name without first having obtained the prior written permission of H3G which may be refused in H3G's absolute discretion. Dealer agrees to comply with all reasonable conditions and instructions (if any) that H3G may attach to the granting of such permission.
 - 3.10 Dealer must not register, anywhere in the world, the H3G Marks or any other trade mark which, in H3G's opinion, is identical or confusingly similar to the H3G Marks.
 - 3.11 During the term of the Dealer Agreement, EBS may obtain H3G's approval and agreement from time to time for the Dealer and H3G to produce Jointly Branded Advertising Materials. Where EBS obtains such agreement and approval from H3G to produce Jointly Branded Advertising Material the following will apply:
 - 3.11.1 the responsibility for costs of production and distribution of such Jointly Branded Advertising Materials will be agreed at the time;
 - 3.11.2 either H3G or Dealer (the "Creator") must submit all elements of the Jointly Branded Advertising Materials to the other (the "Recipient") for its approval;
 - 3.11.3 if the Recipient rejects any element of the Jointly Branded Advertising Materials submitted by the Creator for approval, the Creator will work with the Recipient to resolve any outstanding issues and continue to resubmit such Jointly Branded Advertising Materials until:
 - 3.11.3.1 the Recipient gives its approval; or
 - 3.11.3.2 the Recipient notifies the Creator that the re-submitted Jointly Branded Advertising Materials do not comply with the Recipient's reasonable requirements in which case the parties will not proceed with the Jointly Branded Advertising Materials.
 - 3.11.4 each of H3G and Dealer must approve the use of its intellectual property and each will have absolute discretion to refuse the use of its intellectual property in the Jointly Branded Advertising Materials; and
 - 3.11.5 each of Dealer and H3G shall grant the other party a non-exclusive licence to use the other party's intellectual property for the purposes of producing Jointly Branded Advertising Materials subject to each party's compliance with the approval process set out above and any other conditions imposed by a party. Such licence will automatically terminate at the same time the Dealer's appointment under the Dealer Agreement is terminated for any reason.
 - 4 Insurance**
 - 4.1 Without limiting its other obligations under the Dealer Agreement or otherwise at law, Dealer must effect and maintain at its own expense with a reputable insurance company the following insurance policies ("Insurance Policies") with worldwide jurisdiction for a period from the date of the agreement until three (3) years after the termination of the agreement and such other insurances as may reasonably be required by EBS or law:
 - 4.1.1 employers' liability insurance with minimum insuring limits of £a310 million;
 - 4.1.2 "commercial combined" insurance; and
 - 4.1.3 third party insurance with minimum insuring limits of £a35 million per occurrence covering the legal liability of Dealer and EBS for injury to persons to include loss or damage caused by infringement of privacy or loss or damage to property arising out of the performance of the agreement by or for Dealer. The policy must contain an "innocence to principals" clause.
 - 4.2 Dealer must provide EBS with copies of certificates of insurance and/or proof of payment of premiums on EBS's request. If Dealer fails to effect and keep in force the Insurance Policies or to provide copies of the Insurance Policies or premium receipts to EBS, then EBS may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and recover from Dealer whether by way of deduction or otherwise.
 - 5 Termination & Consequences of Termination**
 - 5.1 On termination of the Dealer Agreement:
 - 5.1.1 Dealer must:
 - (i) within seven days send to EBS, or otherwise dispose of in accordance with EBS's directions, all Marketing Guidelines, Advertising Materials and Registration Forms in the Dealer's possession;
 - (ii) immediately cease to promote, market or advertise the 3 Services; and
 - (iii) immediately cease using the H3G IP;
 - 5.1.2 Dealer must return all USIMs in its possession or control at that time;
 - 5.1.3 Dealer must return Equipment provided to Dealer for demonstration purposes.
 - 5.2 **Stock Check/Audit**
 - 6.1 The Dealer will allow EBS's representative and/or H3G access to the Dealer's premises from time to time, including access to the Dealer's business records and computer and support systems, for the purpose of stock checking or for any other reasonable purpose in connection with the appointment.
 - 6.2 The Dealer agrees that EBS shall be entitled, during the term of the appointment and for a reasonable period thereafter, to undertake or arrange for audits from time to time to inspect and make copies of the Dealer's books of account records and contracts for the purpose of verifying payments under the appointment.
 - 5.3 **Notification**
 - 7.1 The Dealer shall immediately notify EBS if it:
 - 7.1.1 undergoes a Change of Control; or
 - 7.1.2 suffers an Insolvency Event; or
 - 7.1.3 ceases to trade; or
 - 7.1.4 changes the address of any of its premises.
 - 5.4 **Dealer's Obligations**
 - 8.1 The Dealer shall not:
 - 8.1.1 sell or supply any or all of the component items contained in any Equipment other than in the combinations and packaging as intended by H3G; and
 - 8.1.2 sell or supply any Equipment to any third party who intends to on-sell or on-supply any or all of the component items contained in such Equipment other than in the combinations and packaging as intended by H3G;
 - 8.1.3 offer Handset Financing to Customers on an exclusive basis. If requested by EBS, Dealer will use its best endeavours to offer H3G's Handset Financing to Customers on H3G's behalf;
 - 8.1.4 accept applications by Customers on H3G's behalf, nor conclude any Contracts in H3G's name or on its behalf;
 - 8.1.5 make, give or apply (as the case may be) any conditions, promises, warranties, guarantees, terms, representations or other commitments in respect of, or concerning 3 Services, other than those generally prescribed by H3G from time to time;
 - 8.1.6 receive any payments from Customers in respect of any Contract unless otherwise agreed in writing by H3G or as required by H3G in the current Customer Registration Process;
 - 8.1.7 mislead or deceive, nor make any false statements or representations to Customers or any other person in respect of the 3G Network, 3 Services or H3G; and
 - 8.1.8 seek Customers for USIMs and 3 Services outside of the United Kingdom and Dealer acknowledges that the 3G Network is situated within the United Kingdom and H3G will only provide 3 Services to Customers residing in the United Kingdom;
 - 8.1.9 without H3G's prior written consent, contact or attempt to contact Customers of H3G except those Customers acquired directly by the Dealer and then only in accordance with these terms and conditions and the Dealer Agreement;
 - 8.1.10 until the Dealer's employees involved in the sale of Equipment and promotion of 3 Services have attended and successfully completed the training courses referred to in clause 2.12 above, sell Equipment or act as H3G's representative to introduce Customers to H3G for 3 Services;
 - 8.2 The Dealer shall:
 - 8.2.1 hold Advertising Materials and Registration Forms as bailee for and on behalf of H3G, however H3G authorises the Dealer to release Advertising Materials to Customers and use Registration Forms in the normal course of business and as intended by H3G;
 - 8.2.2 only use Advertising Materials and Registration Forms for the purposes of advertising and promoting Equipment and 3 Services in accordance with these terms and conditions and the terms and conditions of the Dealer Agreement;
 - 8.2.3 display all Advertising Materials from and until the dates prescribed by H3G. Where Advertising Materials issued by H3G to the Dealer are intended by H3G to replace Advertising Materials previously issued, the Dealer must immediately replace that previously issued Advertising Materials;
 - 8.2.4 immediately provide H3G with information which is likely to be of interest to H3G in the marketing of Equipment and 3 Services;
 - 8.2.5 ensure that the employees in each retail premises comply with any EBS Bulletin, notice or other information issued y H3G and intended for release to such employees and which may be issued electronically, in paper form, or be available on the H3G extranet;
 - 8.2.6 comply with the criteria in Schedule 4;
 - 8.2.7 comply with the brand guidelines in Schedule 5;
 - 8.3 The Dealer warrants and represents that it will, and will procure that its employees, servants and agents carry out its/their obligations conscientiously, with all due care and skill in accordance with best industry practice and at all times using suitably skilled personnel.
 - 9 Miscellaneous**
 - 9.1 EBS and/or H3G may vary these terms and conditions at any time by issuing or otherwise making available a new version to the Dealer.

SCHEDULE 1

CUSTOMER REGISTRATION PROCESS - RETAIL PREMISES

- 1. Customer Registration Process for Post-Pay Customers**
- 1.1. In processing an application for 3 Services, the Dealer must follow H3G's Post-Pay Customer registration process as notified to the Dealer and the Dealer must:
- comply with the following information collecting and credit checking procedures;
 - ascertain the age of the Post-Pay Customer and not continue with the Customer Registration Process for Post-Pay Customers in circumstances where the Post-Pay Customer is less than 18 years of age;
 - if requested by Post-Pay Customer, explain the purpose and consequences of the credit check by reference to H3G's credit policy (as provided to the Dealer);
 - obtain such relevant personal and financial information about the Post-Pay Customer as H3G may from time to time reasonably require;
 - obtain such data protection consents to use Post-Pay Customer's personal information as required by H3G;
 - ascertain the age of the Post-Pay Customer and not continue with the Customer Registration Process for Post-Pay Customers in circumstances where the Post-Pay Customer is less than 18 years of age;
 - with the Post-Pay Customer's assistance, complete the Customer Application (including where relevant, the Direct Debit Instruction ("DDI") or Recurring Transaction Authority ("RTA"));
 - request, view, photocopy (and retain such photocopies for six (6) months from the date of registration) originals of Post-Pay Customer's identification documentation of the type approved by H3G in accordance with its credit policy for the purpose of the Customer Registration Process for Post-Pay Customers (which must prove age, identity and address, and in the case of business Post-Pay Customers, business identity and authorisation);
 - provide H3G in the manner approved from time to time with the following information for the purpose of allowing H3G to complete the Post-Pay Customer's credit check:
 - Dealer Sales Code (using the NATO phonetic alphabet);
 - the Post-Pay Customer's correct details, as set out on the completed Registration Form; and
 - such other information as requested by H3G from time to time;
 - if there is a Credit Referral, contact H3G (on such telephone number as H3G advises) to clarify Post-Pay Customer's details and wait for confirmation from H3G that the Post-Pay Customer has successfully completed the credit check before proceeding with the Post-Pay Customer Application;
 - if H3G is not prepared to accept the Post-Pay Customer's application as a result of the credit check procedure (including where applicable as a result of a Credit Referral) inform the Post-Pay Customer that its application has been declined, not continue with the application and inform the Post-Pay Customer that H3G will write to the Post-Pay Customer to provide further explanation of H3G's decision;
- (b) inform the Post-Pay Customer of the following key matters and show the Post-Pay Customer a copy of the documents (as provided by H3G) setting out these matters if requested:
- the current Coverage Area;
 - that Post-Pay Customer must accept the Post-Pay Customer Terms for 3 Services (including H3G's privacy policy) in order for H3G to provide 3 Services;
 - certain key points of the Post-Pay Customer Terms for 3 Services, as advised to the Dealer by H3G or EBS;
 - the current Price Guide;
 - that he or she must accept the DDI or RTA terms in order to establish a direct debit or recurring payment facility (or if required, that a DDI or RTA is a necessary condition of the agreement for the supply of 3 Services);
 - H3G's terms for the sale of Handsets;
 - H3G's terms for Care3 for Post-Pay Customers; and
 - any special terms and conditions deemed by H3G to be applicable to the Post-Pay Customer;

- advise the Post-Pay Customer where he or she may access the following documents (as provided by H3G) and obtain the Post-Pay Customer's agreement to these documents (in such permitted way as advised by H3G, such as the Post-Pay Customer signing the documents or submitting electronic confirmation, or by the Dealer submitting electronic confirmation on Post-Pay Customer's behalf):
 - the Post-Pay Customer Terms for 3 Services (including H3G's privacy policy);
 - where applicable, the terms of the DDI or RTA; and
 - H3G's terms for the sale of Handsets and Care3 for Post-Pay Customers;
 - if electronic processing is unavailable or if otherwise requested by H3G:
 - show, and in consultation with the Post-Pay Customer, complete a Registration Form;
 - contact H3G (on such telephone number as H3G advises) and provide H3G with the following information for the purpose of a credit check of the Post-Pay Customer:
 - the Dealer's Sales Code (using the NATO phonetic alphabet);
 - the Post-Pay Customer's correct details, as set out on the completed Registration Form; and
 - such other information as may be requested by H3G from time to time;
 - if there is a Credit Referral, wait for confirmation from H3G that the Post-Pay Customer has successfully completed the credit check before proceeding with the Customer Application for Post-Pay Customers;
 - if H3G is not prepared to accept the application as a result of the credit check procedure (including where applicable as a result of a Credit Referral) inform the Post-Pay Customer that its application has been declined, not continue with the application and advise the Post-Pay Customer that H3G will write to the Post-Pay Customer to provide further information of H3G's decision;
 - if notified by H3G, inform the Post-Pay Customer that he or she must sign a copy of the Registration Form in order for H3G to provide 3 Services to the Post-Pay Customer; and
 - once the Post-Pay Customer has completed the Registration Form and the credit check, and where applicable has signed the Registration Form, unless otherwise notified by H3G:
 - give a copy of the completed Registration Form to the Post-Pay Customer; and
 - send a copy of the Registration Form to H3G;
 - if the Post-Pay Customer:
 - decides not to proceed with the application; or
 - does not complete (and where applicable, sign) the Registration Form; or
 - does not consent to the DDI or RTA (where a DDI or RTA is a pre-requisite),
 the Dealer must dispose of the Customer Application and any other information obtained about that Post-Pay Customer in accordance with H3G's instructions as notified to the Dealer from time to time; and
 - if requested by Post-Pay Customer, provide the Post-Pay Customer with confirmation of the registration for 3 Services and purchase of the Handset.
- 2. Customer Sales Process for ThreePay Customers**
- 2.1. During the ThreePay Customer sales process, if requested by the ThreePay Customer, the Dealer must:
- inform the ThreePay Customer that information on the current Coverage Area and the current Price Guide can be found on H3G's website at three.co.uk (or such other website as notified by H3G from time to time);
 - advise the ThreePay Customer that they may access the following documents (as provided by H3G) within the Handset box and USIM pack:
 - the ThreePay Customer Terms for 3 Services (including H3G's privacy policy);
 - H3G's terms relating to the Handsets and Care 3.

SCHEDULE 2

CUSTOMER REGISTRATION PROCESS - SALES BY MEANS OF DISTANCE COMMUNICATION

- 1. Pre-requisites for selling by Means of Distance Communication to all Customers**
- 1.1. Dealers may only sell by a Means of Distance Communication if the Dealer:
- has agreed to follow H3G's processes and procedures for sale by a Means of Distance Communication (as notified to the Dealer from time to time);
 - complies with the Distance Selling Regulations;
 - has established the appropriate call centre facilities to sell by a Means of Distance Communication;
 - has adequately trained their employees;
 - has developed the appropriate scripts and rules for their Delivery Agents;
 - has developed the appropriate pre-delivery, delivery and post-delivery procedures; and
 - has notified H3G that the Dealer sells Equipment and processes applications for 3 Services by a Means of Distance Communication.
- 2. Customer Registration Process for Sales by Means of Distance Communication to Post-Pay Customers**
- 2.1. In processing an application for 3 Services, the Dealer must follow H3G's customer registration process for sale by means of distance communication to Post-Pay Customers as notified to Dealer. Without limiting the, the Dealer must:
- comply with the following information collecting and credit checking procedures:
 - obtain the Post-Pay Customer's consent to a credit check and advise the Post-Pay Customer that H3G's acceptance of the application will be subject to the Post-Pay Customer successfully completing a credit check. Such consent must be gained using the express wording supplied by H3G;
 - if requested by the Post-Pay Customer, explain the purpose and consequences of the credit check by reference to H3G's credit policy (as provided to Dealer);
 - obtain such relevant personal and financial information about the Post-Pay Customer as H3G may from time to time reasonably require;
 - obtain such data protection consents to use Post-Pay Customer's personal information as required by H3G;
 - ascertain the age of the Post-Pay Customer and not continue with the Customer Registration Process for Post-Pay Customers in circumstances where the Post-Pay Customer is less than 18 years of age;
 - advise the Post-Pay Customer that a copy of the Post-Pay Customer Terms for 3 Services (including H3G's privacy policy) will be provided to the Post-Pay Customer in the Delivery Box. However the Dealer must either read over the phone or direct the Post-Pay Customer via the Internet, to the summary of the Post-Pay Customer Terms for 3 Services and the summary of H3G's privacy policy and obtain the Post-Pay Customer's consent to the summaries;
 - with the Post-Pay Customer's assistance, complete the Customer Application for Post-Pay Customers (including where relevant, the DDI or RTA);
 - where applicable in accordance with the relevant Price Plan, advise the Post-Pay Customer that the Post-Pay Customer Terms for 3 Services include a commitment to a minimum contract term;
 - advise the Post-Pay Customer of H3G's terms for Care3 for Post-Pay Customers;
 - verify the Post-Pay Customer's identity and address (and retain evidence of such verification for six (6) months from the date of registration) using the verification methods approved by H3G in accordance with its credit policy for the purpose of the Customer Registration Process for Post-Pay Customers (which must prove age, identity and address, and in the case of business, Post-Pay Customer's business identity and authorisation);
 - provide H3G in the manner approved from time to time for the purpose of allowing H3G to complete the Post-Pay Customer's credit check:
 - the Dealer's Sales Code (using the NATO phonetic alphabet);
 - the Post-Pay Customer's correct details, as set out on the completed Registration Form; and
 - such other information as may be requested by H3G from time to time;
 - if there is a Credit Referral, contact H3G (on such telephone number as H3G advises) to clarify Post-Pay Customer's details and wait for confirmation from H3G that the Post-Pay Customer has successfully completed the credit check before proceeding with the Customer Application for Post-Pay Customer;
 - if H3G is not prepared to accept the Post-Pay Customer's application as a result of the credit check procedure (including where applicable the results of a Credit Referral) inform the Post-Pay Customer that its application has been declined, not continue with the application and inform the Post-Pay Customer that H3G will write to the Post-Pay Customer to provide further explanation of H3G's decision;

- inform the Post-Pay Customer of the following key matters and that copies of the documents setting out these matters will be provided to the Post-Pay Customer in the Delivery Box:
 - the current Coverage Area;
 - that Post-Pay Customer must accept the Post-Pay Customer Terms for 3 Services (including H3G's privacy policy) in order for H3G to provide 3 Services;
 - certain key points of the Post-Pay Customer Terms for 3 Services, as advised to the Dealer by H3G;
 - the current Price Guide;
 - that the Post-Pay Customer must accept the DDI or RTA terms in order to establish a direct debit or recurring payment facility (or if required, that a DDI or RTA is a necessary condition of the agreement for the supply of 3 Services);
 - H3G's terms for the sale of Handsets;
 - H3G's terms for Care3 for Post-Pay Customers; and
 - any special terms and conditions deemed by H3G to be applicable to the Post-Pay Customer;
- 3. Information to be provided to ThreePay Customers as part of the Customer Sales Process to ThreePay Customers**
- 3.1. The Dealer must, as part of the sales process to ThreePay Customers:
- inform the ThreePay Customer of the following key matters and that copies of the documents setting out these matters will be provided to the ThreePay Customer in the Delivery Box:
 - the current Coverage Area;
 - that by connecting to the 3 Network, the ThreePay Customer is accepting the ThreePay Customer Terms for 3 Services (including H3G's privacy policy) in order for H3G to provide 3 Services;
 - the current Price Guide;
 - that the agreement for the sale of the handset is between the Dealer and ThreePay Customer;
 - H3G's terms for Care3;
 - any special terms and conditions deemed by H3G to be applicable to the ThreePay Customer; and
 - obtain such other information as requested by H3G from time to time.
- 4. Delivery to Post-Pay Customer**
- 4.1. The Dealer must ensure that:
- the Delivery Box contains all relevant Equipment and documents as required by H3G (including the Post-Pay Customer Terms for 3 Services (which includes H3G's privacy policy), H3G's terms for Care3 for Post-Pay Customers and any other document or equipment that H3G requires to be included in the Delivery Box, as notified by H3G);
 - the contents of each Delivery Box match the Equipment ordered by the Post-Pay Customer; and
 - the correct Delivery Box is delivered to the correct Post-Pay Customer and the Post-Pay Customer personally signs for the Delivery Box.
- 4.2. Delivery to ThreePay Customers**
- The Dealer must ensure that:
- the correct Delivery Box is delivered to the correct ThreePay Customer and that the ThreePay Customer personally signs for the Delivery Box;
 - the contents of each Delivery Box match the Equipment ordered by the ThreePay Customer; and
 - the Delivery Box contains all relevant Equipment and documents as required by H3G (including the ThreePay Customer Terms for 3 Services (which includes H3G's privacy policy), H3G's terms for Care3 (ThreePay) and any other document or equipment that H3G requires to be included in the Delivery Box, as notified by H3G).

SCHEDULE 3

H3G'S TERMS FOR CARE3

1. **H3G TERMS FOR CARE3 FOR POST-PAY CUSTOMERS**
- 1.1 Handset Terms for Post-Pay Customers
- 1.1.1 If Post-Pay Customer purchases a Handset directly from the Dealer, the Dealer must advise the Post-Pay Customer that:
 - (a) the Post-Pay Customer's contract for the sale of the Handset is with the Dealer;
 - (b) H3G is not the manufacturer of the Handset and the Post-Pay Customer receives a warranty from the manufacturer itself and not H3G; and
 - (c) if the Dealer agrees to offer the Post-Pay Customer the H3G Deferred Payment Scheme, H3G will invoice the Post-Pay Customer on the Dealer's behalf (as the case may be) for the H3G Deferred Payment Scheme payments in the Post-Pay Customer's bill for 3 Services and collect the instalment payments from the Post-Pay Customer.
- 1.1.2 The Dealer acknowledges that H3G may also sell Handsets to Post-Pay Customers through H3G's own stores, H3G's website and H3G's customer services and these sales will be subject to the terms of a contract between H3G and the Post-Pay Customer.
- 1.2 14 Day Money Back Guarantee for Post-Pay Customers
- 1.2.1 The Dealer acknowledges that a Post-Pay Customer is entitled to return their Handset within 14 days after the date of delivery of the Handset to the Post-Pay Customer and receive a refund pursuant to the Care3 terms for Post-Pay Customers.
- 1.2.2 If for any reason a Post-Pay Customer, within 14 days after the date of delivery of the Handset to the Customer, returns to the Dealer, the Handset and Boxed Accessories (together with all material contained in the Delivery Box) in its original packaging and provides the Dealer with proof of purchase of the Handset and Boxed Accessories, the Dealer must refund to the Post-Pay Customer (in the same form as the Post-Pay Customer's original payment) the purchase price of the Handset and Boxed Accessories.
- 1.2.3 If a Post-Pay Customer is entitled to a refund pursuant to clause 1.2.2, the Dealer must advise the Post-Pay Customer that H3G will not bill the Post-Pay Customer for any fixed periodic charge or any connection charge that may apply, and Post-Pay Customer will only have to pay charges incurred for use of the 3 Services prior to disconnection at the rates set out in the Post-Pay Customer's price guide.
- 1.2.4 If the Dealer has received the Handsets, Boxed Accessories and material from a Post-Pay Customer pursuant to clause 1.2.2 the Dealer must return the Handsets, Boxed Accessories and material to EBS at the Dealer's cost, and then EBS must return the Handsets, Boxed Accessories and material to H3G at EBS's cost. All Handsets, Boxed Accessories and material which are returned to EBS under this clause 1.2.4 must be:
 - returned to EBS within 7 days after receipt from the Post-Pay Customer together with:-
 - a completed returns form (as provided to the Dealer); and
 - proof of purchase of the Handset and Boxed Accessories; and
 - a valid return authority number for the Handset and Boxed Accessories as issued by EBS; and
 - evidence of the relevant refund provided to the Post-Pay Customer in respect of such Handset and Boxed Accessories; and
 - in complete form including all components, accessories and/or ancillary items forming part of such Handsets and Boxed Accessories. If any Handsets and Boxed Accessories returned to H3G by EBS and/or the Dealer do not comply with the paragraph 1.2.4, H3G shall be entitled to levy a charge against EBS which EBS shall pass on to the Dealer for each missing component, accessories and/or ancillary items in accordance with the Price List/EBS Bulletin, and clause 1.2.6 will apply to all Handsets, Boxed Accessories and materials returned to H3G in accordance with the clause 1.2.4.
- 1.2.5 The Dealer must clearly identify all Handsets, Boxed Accessories and material returned to EBS pursuant to clause 1.2.4 as used.
- 1.2.6 On receipt of the Handset, Boxed Accessories and material from EBS in accordance with clause 1.2.4 and clause 1.2.5, H3G will issue a credit note against the Handset, Boxed Accessories and material. Any returns of Handsets, Boxed Accessories and material which are not returned in compliance with clauses 1.2.4 and 1.2.5 may be returned to EBS at EBS's expense and subsequently to the Dealer at the Dealer's expense and shall result in credits for those returned Handsets and Boxed Accessories (including any material) being withheld by H3G.
- 1.3 Warranty for Post-Pay Customers
- 1.3.1 In response to any query by a Post-Pay Customer regarding the warranty, the Dealer must provide the following information as relevant:
 - (a) the manufacturer of their Handset has provided Post-Pay Customer with a warranty against defects in materials and workmanship for a period of 12 months (or such other period as notified to the Dealer) and the Dealer must give manufacturer's warranty cards to Post-Pay Customers;
 - (b) H3G acts as the manufacturer's agent for the purposes of processing any warranty and that further details of the manufacturer's warranty can be found in the manufacturer's documentation and that the warranty is provided to Post-Pay Customer in addition to their legal rights;
 - (c) if Post-Pay Customer wishes to make a warranty claim, they must notify H3G's customer services.
2. **H3G'S TERMS FOR CARE3 AND CUSTOMER RETURNS FOR THREEPAY CUSTOMERS**
- 2.1 Handset Terms
- 2.1.1 If ThreePay Customer purchases a Handset directly from the Dealer, the Dealer must advise the ThreePay Customer that:
 - (a) the ThreePay Customer's contract for the sale of the Handset is with the Dealer;
 - (b) H3G is not the manufacturer of the Handset and the ThreePay Customer receives a warranty from the manufacturer itself and not H3G.
- 2.1.2 The Dealer acknowledges that H3G may also sell Handsets to ThreePay Customers through H3G's own stores, H3G's website and H3G's customer services and these sales will be subject to the terms of a contract between H3G and the ThreePay Customer.
- 2.2 Warranty
- 2.2.1 In response to any query by a ThreePay Customer regarding the warranty, the Dealer must inform the ThreePay Customer that the manufacturer of the Handset has provided ThreePay Customer with a warranty against defects in materials and workmanship for a period of 12 months which is provided to the ThreePay Customer in addition to their legal rights. Further details of the manufacturer's warranty can be found in the manufacturer's documentation and details of how to make a warranty claim are provided in the Care3 terms.
- 2.3 Returns
- 2.3.1 If for any reason, a ThreePay Customer returns to the Dealer the Handset and Boxed Accessories (together with all material contained in the Delivery Box) in its original packaging, the Dealer may return the Handset, Boxed Accessories and material to EBS at the Dealer's cost within fourteen (14) days after receipt from the ThreePay Customer subject to this clause 2.3.
 - 2.3.2 All Handsets and Boxed Accessories returned to EBS by the Dealer must be:
 - 2.3.2.1 returned within four (4) months of the date of sale of the Handset and Boxed Accessories by EBS to Dealer; and
 - 2.3.2.2 free from excess wear and tear; and
 - 2.3.2.3 in complete form including all components, accessories or ancillary items forming part of such Handsets and Boxed Accessories.
 - 2.3.2.4 If any Handsets and Boxed Accessories returned to EBS by the Dealer do not comply with the paragraph 2.3.2, H3G shall be entitled to levy a charge against EBS and EBS shall be entitled to levy such charge against the Dealer for each missing component, accessories or ancillary item in accordance with EBS Bulletin; and
 - 2.3.2.5 has a valid returns movement authorisation number as issued by EBS to the Dealer.
- 2.3.3 The Dealer must clearly identify all Handsets, Boxed Accessories and material returned to EBS pursuant to this clause 2.3.
- 2.3.4 In respect of any Handsets and Boxed Accessories returned by a ThreePay Customer to the Dealer, the Dealer must advise the ThreePay Customer that any unused credit or allowance on ThreePay Vouchers or Add-ons remaining on disconnection will be forfeited.
- 2.3.5 On receipt and assessment of the Handsets, Boxed Accessories and materials returned to EBS, provided the Dealer has complied with the paragraph 2.3, EBS will issue a credit note against the Handset, Boxed Accessories and material subject to paragraphs 2.3.2, 2.3.7 of this Schedule 3.
- 2.3.6 EBS shall reclaim, withhold or set-off (in full or in part) any benefits, bonuses or other payments from the Dealer in respect of Equipment supplied by the Dealer to ThreePay Customers which is subsequently returned.
- 2.3.7 EBS shall review, on a monthly basis, the level of returned Handsets, Boxed Accessories and materials from the Dealer during the preceding three months ("Relevant Three Month Period") and, if the number of Handsets, Boxed Accessories and materials returned to EBS under the paragraph 2.3 (as a percentage of the gross monthly Connections by the Dealer) in any Relevant Three Month Period exceeds the levels set out in any EBS Bulletin issued by EBS from time to time, EBS reserves the right to reclaim or withhold in full or in part sums (as set out in EBS Bulletin) representing credits given in respect of returned Handsets, Boxed Accessories and materials which are in excess of the levels set out in any EBS Bulletin ("Excess Returns Charge").

SCHEDULE 4

DEALER CRITERIA

1. The Dealer must maintain a business address and/or a retail outlet from which it promotes, markets and sells any one or more of, entertainment handsets or services, telecommunications equipment, computer equipment, office equipment, in-car handsets, audio equipment or similar electronic handsets or any other handsets or services as H3G may in its absolute discretion agree are compatible with the 3 Services.
2. The Dealer must comply with the VAT code of conduct.
3. The Dealer must maintain an IT system at each retail location that is able to connect to the H3G systems used for the registration of Customers and must have a printer that is capable of printing any document that H3G requires be printed and issued to a Customer at the time of registration. Each retail location must access the system each day that they are open for business.
4. The Dealer must maintain dedicated staff with suitable expertise in third generation mobile communications or similar electronic handsets and in particular at least one employee, who is undertaking or who has undertaken H3G's training courses, must be physically present at each of the Dealer's business and/or retail premises during opening hours.
5. The Dealer must provide suitable pre and after sales support to Customers including without limitation information relating to the Customer Registration Process, the Registration Forms and Care3 in accordance with H3G policies and practices notified to the Dealer from time to time.
6. If the Dealer maintains retail premises for the sale and promotion of Equipment and/or 3 Services:
 - (a) the Dealer must meet minimum scores for the quality of retail outlet and retail experience. Each store will be assessed on key criteria that result in a retail quality score. H3G will use an objective scored method to achieve the assessment;
 - (b) all such premises must have suitable facilities for the demonstration and display of a representative selection of Advertising Materials, Equipment and 3 Services;
 - (c) the linear wall space dedicated to the demonstration and display of Equipment and 3 Services must equal at least 2 continuous metres in each retail premise;
 - (d) the window space dedicated to the demonstration and display of Equipment and 3 Services must equal at least 50% of the window space in each retail premise for a minimum of 5 months in each year (one of those months to be December);
 - (e) the Dealer must dedicate to 3 Services not less than 20% of the in-store environment used to display mobile networks;
 - (f) each retail premises must be located within the Coverage Area with sufficient coverage at store floor level to successfully demonstrate all Equipment and 3 Services.
7. If the Dealer has been approved by H3G to use a website for the sale and promotion of Equipment and/or 3 Services, Dealer must ensure that in respect of that website it complies with:
 - (a) H3G's Marketing Guidelines, the H3G Brand Guidelines and any other directions from H3G regarding use of the H3G Marks; and
 - (b) H3G's directions regarding the Customer Registration Process.
8. The Dealer must comply with the Dealer Agreement, the Dealer must continue to promote, market and sell the Equipment and 3 Services (or any similar equipment and services as requested by H3G) that the Dealer promoted, marketed and sold at the date of appointment.
9. The Dealer must not act in any way which brings H3G, Equipment, 3 Services or the name H3G into disrepute or which in any way damages the reputation of H3G, the Equipment, 3 Services and/or the name H3G.
10. The Dealer must immediately notify H3G in writing if it undergoes a Change of Control. Within 6 months of notification of the Change of Control, H3G must inform the new owner (via EBS) whether the new owner meets the Acceptance Criteria required for authorisation.
11. The Dealer must comply with the terms and conditions of its Dealer Agreement, as amended from time to time.
12. The Dealer must not owe money to H3G or a H3G Affiliate.
13. If the Dealer has had previous dealings with H3G or an H3G Affiliate, either as a previous legal entity or if one of its senior personnel or shareholders has been employed or has had a significant interest (for example, as a shareholder or partner) in such previous company or entity, H3G must not have encountered any of the following, and/or those dealings must not have been terminated for cause, including, but not limited to:
 - (a) fraud;
 - (b) misuse of H3G Marks;
 - (c) failure, as a H3G stockist, to meet minimum performance levels in respect of churn, connections, bad debt, and/or "never paid" as those terms are defined in the Dealer Agreement;
 - (d) irreconcilable differences;
 - (e) initiation of unsuccessful litigation against H3G or a member of its associated group of companies, or initiation of a complaint to a trade association, statutory body or other authority against H3G or a member of its associated group of companies where such complaint was not upheld or acted upon within a reasonable period of time.

SCHEDULE 5

H3G BRAND GUIDELINES

- The Dealer shall**
1. strictly abide by and observe H3G's instructions, requirements, directions and specifications regarding colour references and style guides for reproduction of the H3G Marks, and in particular the Dealer must abide by and observe the Brand Central (H3G's brand management extranet) as notified to the Dealer from time to time;
 2. only apply the H3G Marks to materials that comply with H3G's written approval;
 3. ensure any trade mark/copyright notice specified by H3G (or such other notice as H3G may in writing require) is affixed adjacent to the H3G Marks or in any other position as H3G directs on all material using or incorporating all or any part of the H3G Marks;
 4. not use the H3G Marks in juxtaposition or in conjunction with any other symbol, logo, mark or other means of identification or merchandising, except with the prior written approval of H3G;
 5. not use the H3G Marks in a partial or fragmentary form but always in its complete form as depicted in accordance with H3G's written instructions (unless otherwise agreed in writing by H3G);
 6. if cropping the H3G Marks, only do so in accordance with the cropping guide (as notified to the Dealer);
 7. not use the H3G Marks on any product or other material (including stationery, business cards or correspondence or any other form of written communication) unless prior written approval is obtained from H3G;
 8. not use the H3G Marks otherwise than as permitted by these terms and conditions or the terms of the Dealer Agreement or in any manner that would be in contravention of any law, regulation or applicable standard except in accordance with H3G's written instructions;
 9. not cause or permit anything which may challenge, damage or endanger the H3G Marks or H3G's title to the H3G Marks or assist or allow any other person to do so except in accordance with H3G's written instructions;
 10. not register or attempt to register as a trade mark, design or as part of a business name or corporate name either:
 - any part of the H3G Marks; or
 - any name, word, mark, design, emblem, visual representation or slogan substantially identical or deceptively similar to the H3G Marks;
 11. not represent that it has any right, title or interest in the H3G Marks or in any application for registration of it or in any fraudulent, obvious or colour imitation of it other than pursuant to the rights expressly granted by; and
 12. not use any name, word, mark, design, emblem, visual representation or slogan similar or capable of being confused with any part of the H3G Marks.

SCHEDULE 6 DEFINITIONS

In these Terms and Conditions the following words shall have the following meanings:

"3G Network"	.....means the public telecommunications network from time to time owned or operated by H3G;	"H3G Deferred Payment Scheme"	.....means a scheme developed by H3G which may be offered to the Customer where on purchase of a Handset, a Customer is not required to pay the full recommended retail price for a Handset immediately and is entitled to spread payments over such time periods and in such amounts as specified by H3G in respect of that scheme;
"3 Services"	.....means the content and services to be provided by H3G by means of a 3G Network as part of its business from time to time including voice and/or data and/or audio and video communications services, production, editing, distribution, marketing and all other related activities carried on by H3G;	"H3G Marks"	.....means the service marks, trade marks, logos, related brands and other distinctive brand features of H3G as owned by or licensed to H3G from time to time;
"Accessory"	.....means any accessory authorised by H3G for use with a Handset or on the 3G Network from time to time including but not limited to a battery, battery charger, headset case, portable hands free or other item that may facilitate the use of a Handset;	"Insolvency Event"	.....means when a person is unable to pay its debts (within the meaning of section 123(1) of the Insolvency Act 1986) or an order is made or a resolution passed for its liquidation, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over it or all or any substantial part of its assets or takes formal steps towards making any kind of composition, compromise or arrangement involving it and any of its creditors, or anything analogous to the foregoing will occur in any jurisdiction;
"Advertising Materials"	.....means any advertising material created or provided by H3G including but not limited to point of sale displays, stands and signage, technical brochures and other materials used by the Dealer in connection with the promotion, advertising or sale of Equipment and/or 3 Services;	"Intellectual Property Rights"	.....means all intellectual property rights, including patents, registered designs, trade marks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights;
"Boxed Accessories"	.....means all Accessories received by a Customer as part of the original packaging of the Handset;	"Jointly Branded Advertising Materials"	.....means any advertising material jointly created by H3G and the Dealer in accordance with clause 3.11, including but not limited to point of sale displays, stands and signage, technical brochures and other materials to be used by Dealer in connection with the promotion, advertising or sale of Equipment and/or 3 Services;
"Brand Central"	.....means H3G's brand management extranet which EBS and dealers will have access to containing any applicable guidelines and branded materials;	"Marketing Guidelines"	.....means the guidelines issued by H3G to assist the Dealer in the creation of point of sale displays, advertisements, websites, signage and other materials containing any H3G Marks or other indicia which in H3G's opinion is likely to lead members of the public to conclude the advertisement, website, signage or other material is created and/or published by or with the approval of H3G;
"Care3"	.....means the scheme implemented by H3G in respect of certain Equipment and 3 Services provided to Customers as amended from time to time by H3G. The initial terms of the scheme are set out in Schedule 3;	"Means of Distance Communication"	.....means any means which, without the simultaneous physical presence of Dealer and the Customer, may be used for the conclusion of a Contract or the sale and purchase of Equipment including the use of unaddressed printed matter, addressed printed matter, letter, press advertising with order form, catalogue, telephone with human intervention, telephone without human intervention (for example automatic calling machine and audiotext), radio, videophone (telephone with screen), videotext (microcomputer and television screen) with keyboard or touch screen, the world wide web, electronic mail (e-mail), facsimile machine or television (teleshopping);
"Change of Control"	.....means a change in the person having possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise);	"Monthly Service Charges"	.....means the standing periodic charges as set out in the Price Guide as varied from time to time for continued access to the 3 Services;
"Confidential Information"	.....means these terms and conditions and secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and other information relating to either H3G or EBS and connected to the subject matter of these terms and conditions in any form or medium whether disclosed orally or in writing before or after the date of issue of these terms and conditions, together with any reproductions of such information in any form or medium or any part of the information;	"Post-Pay Customer"	.....means a person or entity who enters into a Contract and purchases Equipment and a person who considers entering into a Contract and purchasing Equipment whereby such customer receives or will receive periodic bills for their use of 3 Services;
"Contract"	.....means an agreement between H3G and a Customer for the provision of 3 Services;	"Price Guide"	.....means the description of the Price Plan or other charges payable by a Customer in respect of 3 Services, as varied by H3G from time to time;
"Coverage Area"	.....means the geographic area within which the 3 Services are available;	"Price Plan"	.....means a schedule of charges that will govern calculation of a Customer's invoice for 3 Services by identifying rates and charges including call charge rates and (if appropriate) Monthly Service Charges;
"Credit Referral"	.....means, in relation to the credit check process, where a decision by H3G cannot be immediately made on whether a Customer has successfully completed the credit check;	"Registration Form"	.....means the current H3G form (which may at H3G's option be pre-printed or printed by the Dealer at the point of sale) and which is to be completed as an application for the supply of 3 Services to Customers and which may incorporate the Customer Terms for 3 Services;
"Customer"	.....means either a ThreePay Customer or a Post-Pay Customer;	"ThreePay Customer"	.....means a person or entity who purchases Equipment and whom H3G has agreed to provide access to 3 Services to, who pays for their use of 3 Services in advance;
"Customer Information"	.....means any personal or account information concerning Customers that is recorded by, in the knowledge of, or otherwise in the possession or control of the Dealer;	"USIM"	.....means a H3G universal subscriber identification module card programmed with a unique telephone number or numbers, which enables access to and the use of the 3 Services when operated in conjunction with a Handset; and
"Customer Registration Process"	.....means the procedures set out in Schedules 1 and 2 as varied from time to time by H3G, to be undertaken by the Dealer in order for H3G to determine whether or not it will supply 3 Services to Customers;	"USIM Pack"	.....means a pack containing a USIM and user guide, but not containing a Handset.
"Customer Terms for 3 Services"	.....means the current H3G terms and conditions of the supply of the 3 Services to Customers;		
"Dealer"	.....means a dealer to whom EBS distributes Equipment and Services for resale;		
"Dealer Agreement"	.....means the agreement pursuant to which EBS appoints the Dealer as its dealer for the Equipment and 3 Services;		
"Delivery Agent"	.....means any agent that the Dealer engages to deliver Delivery Boxes to Customers;		
"Delivery Box"	.....means the box to be delivered to Customers containing the Handset, USIM, Customer Terms for 3 Services, H3G's terms for Care3 and anything else required to be delivered to the Customer;		
"EBS Bulletin"	.....means any bulletin that is issued by H3G to EBS and subsequently issued to the Dealer by EBS;		
"EBS"	.....means Elite Business Systems UK Limited		
"EBS Deferred Payment Scheme"	.....means a scheme offered by EBS other than an H3G Deferred Payment Scheme, where on purchase of a Handset from EBS via Dealer, a Customer is not required to pay the full recommended retail price for a Handset immediately and is entitled to spread payments over such time periods and in such amounts as specified by EBS in respect of that scheme		
"Equipment"	.....means a Handset, Accessory, USIM Pack or other item advised by H3G from time to time;		
"Handset"	.....means a device or mobile handset authorised by H3G for use on the 3G Network and which may be used to access 3 Services;		
"Handset Financing"	.....means any credit arrangement which relates to the purchase of a Handset and may include a H3G Deferred Payment Scheme or an EBS Deferred Payment Scheme		
"H3G"	.....means HUTCHISON 3G UK LIMITED		
"H3G Affiliate"	.....means: (a) any person Controlled from time to time by Hutchison Whampoa Limited ("HWL"); (b) any company in which HWL or any subsidiary of HWL (which includes any company which is either Controlled by HWL or is a subsidiary of another subsidiary of HWL or in respect of which more than half the issued or voting share capital is beneficially owned, directly or indirectly by HWL) which holds directly or indirectly 25% or more of the shares or voting power from time to time; or (c) each person listed in Schedule 7 as may be amended by the H3G from time to time by notice in writing to the Dealer.		

SCHEDULE 7 H3G AFFILIATES

Australia	.....Hutchison Telecommunications (Australia) Limited
Australia	.....Hutchison 3G Australia Pty Limited
Austria	.....Hutchison 3G Austria GmbH
Denmark	.....Hi3G Denmark ApS
Hong Kong	.....Hutchison 3G Services (HK) Limited
Hong Kong	.....Hutchison 3G HK Limited
Hong Kong	.....Hutchison Telephone Company Limited
India	.....Fascel Limited
India	.....Hutchison Essar South Limited
India	.....Hutchison Max Telecom Private Limited
India	.....Hutchison Essar Telecom Limited (formerly known as Sterling Cellular Limited)
India	.....Hutchison Telecom East Limited (formerly known as Usha Martin Telekom Limited)
India	.....Aircel Digilink India Limited
Ireland	.....Hutchison 3G Ireland Limited
Israel	.....Partner Communications Company Ltd
Italy	.....H3G S.p.A
Macau	.....Hutchison Telephone (Macau) Company Limited
Norway	.....Hi3G Access Norway AS
New Zealand	.....Telecom 3G Limited
Thailand	.....Hutchison CAT Wireless MultiMedia Ltd
Sweden	.....Hi3G Access Aktiebolag
Vietnam	.....Hutchison Telecommunications (Vietnam) S.à'è0 r.L