



This document describes the terms and conditions applicable to the Mobile Forms and Mobile Fleet Services.

OVERVIEW

Mobile Forms Service

The Mobile Forms Service enables the Customer to manage data collection by simple online form design and deployment to Compatible Devices. The Service works by way web-based application software and a client downloaded to each Compatible Device to be managed by the Service. The specification of the Mobile Forms Service (as Orange may amend from time to time) which forms a part of these terms and conditions is at the Mobile Forms Service Website.

To use the Mobile Forms Service the customer will need:

- Compatible Devices
- An internet connection and suitable PC

Mobile Fleet Service

The Mobile Fleet Service has a longer contract period than Mobile Forms but comprises:

- access to the Mobile Forms Service
- 4MB of 3G/GPRS usage in the UK per month
- 10 minutes of calls per month to Orange's traffic information service 240 whilst in the UK

To use the Mobile Fleet Service the customer will need, in addition to the requirements for Mobile Forms:

- A compatible voice service plan. Unlike Mobile Forms, Mobile Fleet is an add on to a voice tariff and can not be taken on its own. Compatible plans currently are selected Solo, Venture and Momentum. Not compatible with any other tariff.
- All connections to be managed must be sharing the same voice service plan.

pick and mix?

It is possible to have both Mobile Forms Service and Mobile Fleet Service, but:

- a connection cannot have both services provisioned at the same time
- a Mobile Forms Service connection can be changed to a Mobile Fleet Service connection
- a Mobile Fleet Service connection cannot be changed to a Mobile Forms Service connection without continuing to incur the monthly subscription charges unless its Minimum Connection Period has expired.

ORDERING

Mobile Forms Service

The Customer can order the Mobile Forms Service by subscribing through the Mobile Forms Service Website. To sign up for the Mobile Forms Service the Customer must enter the details of a "**Super User**". The Super User is responsible for management of the service for the Customer through the Mobile Forms Service Website.

The Customer can submit a request to add or remove Managed Numbers as and when desired. This is done by the Super User via the Mobile Forms Website. Once provisioned on the Mobile Forms Service the User will be able to download the Device Software. Users cannot change telephone number whilst using the Mobile Forms Service, but a Managed Number can be de-provisioned and a new number provisioned.

Each User must have a Compatible Device at all times to benefit from the Mobile Forms Service. If the User changes to a new Compatible Device, then the Device Software must be reinstalled on the new device.

No devices or other equipment is provided as part of the Mobile Forms Service other than the Device Software.

Mobile Fleet Service

Mobile Fleet Service is an add on to the Customer's voice service plan, and so will normally be ordered at the time of ordering the voice service plan.

However, Mobile Fleet Service can be added part way through the minimum connection period of the voice service plan, but please note that disconnection charges will be payable if the voice service plan is terminated before the end of the Mobile Fleet Service Minimum Connection Period (as described below). If you resign the voice service plan (to a compatible voice service plan) any unexpired part of the Mobile Fleet Service Minimum Connection Period will continue to run and disconnection charges for Mobile Fleet Service will not be payable.

To place further orders for Mobile Fleet Service, please contact Orange BCS. Any orders placed through the Mobile Forms Service Website (described above) will be provisioned as Mobile Forms.

COMMERCIAL OFFERING

All prices exclude VAT

Mobile Forms Service

The following charges apply where the Mobile Forms Service is taken on its own. These Charges are not payable for Mobile Fleet connections.

Subscription Charges

- A Charge of £15 per month will apply for the each Managed Number (the “Forms Monthly Charge”).

Usage Charges

- Charges for all data use will be payable in accordance with your normal data charges – the Mobile Forms Service does not include any bundled airtime or data usage. If you use the service whilst abroad (where technically possible) then your normal roaming charges will apply. There is no inclusive use in the price of Mobile Forms.

Service Term

Once established, the Mobile Forms Service will continue until terminated by the Customer or Orange upon giving 30 days’ notice, provided that such notice cannot be given in the first 30 days (the “Service Term”).

Charging rules

- The Managed Numbers must be Customer-paid Orange mobile numbers.
- The Super User (as described below) will be charged as a Manage Number.
- Forms Monthly Charges will be shown on the mobile invoice for the Managed Numbers.
- The Forms Monthly Charge will be applied in full for each Managed Number on the Service during the month and will not be pro-rated for when a Managed Number was added or removed.

Mobile Fleet Service

The following charges apply where the Mobile Fleet Service is taken.

Subscription Charges

- Mobile Fleet Service can be taken on a monthly basis or by a single up front payment. The chosen charging model will apply during the Minimum Connection Period (see below) and cannot be changed.
- For upfront payment bundles, Tier discounting applies as set out below, depending on the total number of sharers (including monthly subscriber sharers) using the Mobile Fleet Service. Tier prices are those applicable at the time at ordering. Sharers must be on the same voice talk plan. Tier discounts are applied cumulatively but not retrospective.
- So, for example, a talk plan with 29 Mobile Fleet subscribers adding an additional 2 subscribers on the Single Payment model will add the 1st new subscriber at the Tier One price. The 2nd additional subscriber will benefit from the Tier Two price as this will be the 31st subscribers to Mobile Fleet in total on the talkplan. In this example, the additional subscribers could be added as monthly subs if desired.

Monthly subscription fee Bundles (per user per month)	Minimum Connection Period	
	Mcp/18 months	24 months
Tier 0 - Mobile Fleet subscription 0 -14 sharers	£20.00	£17.00

Single upfront payment Bundles (per user)	Minimum Connection Period	
	18 months*	24 months*
Tier 0 - Mobile Fleet 0 -14 sharers	Not available	Not available
Tier 1 - Mobile Fleet 15 to 30 sharer (inc)	£340.00	£391.00
Tier 2 - Mobile Fleet 31 to 50 sharer (inc)	£320.00	£374.00
Tier 3 - Mobile Fleet 51+ sharers	£300.00	£357.00

**At the end of the Minimum Connection Period, users will revert to a monthly subscription charge (unless the service is terminated): to the 18 month monthly charge from the 18 month bundle and to the to the 24 month monthly charge from the 24 month bundle.*

Usage Charges

Out of bundle use will be charged at Orange’s standard published rates, currently:

- 240 traffic service – 46.8p per minute
- Data (not roaming) – 80p per MB
- Roaming use will be charged at standard roaming rates and is not decremented from the inclusive bundle. (The 240 Traffic Information Service is not available outside the UK).

Minimum Connection Period

Each Mobile Fleet Subscription must remain connected to the service for chosen Minimum Connection Period. Once the Minimum Connection Period has expired, either party can terminate the subscription on 30 days’ notice.

Charging rules

- The Managed Numbers must be Customer-paid Orange mobile numbers.
- The Super User (as described below) will be charged as a Manage Number.
- Mobile Fleet Monthly Charges will be shown on the mobile invoice for the Managed Numbers.
- The Mobile Fleet Monthly Charge will be applied in full for each Managed Number on the Service during the month and will not be pro-rated for when a Managed Number was added or removed.

OTHER TERMS

Where the context permits any defined term in the Existing Agreement(s) shall have the same meaning in these terms and conditions.

Definitions:

Compatible Device means an Orange Branded device designated by Orange on the Mobile Forms Service Website as being compatible for use with the Mobile Forms Service (this list may be changed from time to time by Orange).

Device Software means the software made available through the Mobile Forms Service for downloading onto Compatible Devices.

Existing Agreement(s) means the agreement(s) that currently govern each device to be provisioned with the Mobile Forms and/or Mobile Fleet Service.

Managed Numbers mean the mobile numbers provisioned on the Mobile Forms Service according to Orange's records.

Orange Branded means in the context of an Orange supplied device the application of a logo and Orange software to the device, and the availability of minimum functionality to include amongst other things access to certain Orange services.

Orange Software means the Device Software and any other software which Orange owns and/or licences on behalf of a third party (in Orange's name) to the Customer or makes available for the Customer to use as part of the Mobile Forms Service.

User means the mobile user associated to a Managed Number.

Website or Mobile Forms Service Website means the URL <http://www.orangemf.co.uk> (or such other URL as Orange may notify from time to time).

OMF Services means the Mobile Forms Service and / or the Mobile Fleet Services.

1. Mobile Forms and Mobile Fleet Services

- 1.1. Orange will take all reasonable steps to make the OMF Services available at all times in accordance with the specifications set out on the Website.
- 1.2. Orange may temporarily suspend the OMF Services or the Website for the purposes of maintaining or enhancing it. Orange does not guarantee a continuous fault-free service.
- 1.3. The Customer may only use the service for its own internal business purposes and not for onward sale or use by any third party without Orange's prior written consent.

2. data

- 2.1. The OMF Services provides data transit and does not provide any data hosting. It is the Customer's responsibility to ensure that it has taken all appropriate steps to ensure appropriate back up and security of its data. Orange is not liable for any loss of or damage to the Customer's data.
- 2.2. The transfer of data on the Orange network is subject to normal network conditions.

3. Charges general

- 3.1. By subscribing to the OMF Services and by requesting Managed Numbers to be added, the Customer understands that it will be liable for the Charges notified to the Customer for use of the Service.
- 3.2. There may be a delay in the OMF Services becoming effective or being terminated due to billing cycles.
- 3.3. The Customer acknowledges that Orange may vary the charges for the OMF Services on not less than 30 days' notice, but if Orange does so vary the Charges then:
 - for Mobile Forms: the Customer will have the right to terminate its use of the Mobile Forms Service as set out in the commercial offering section above.
 - for Mobile Fleet: the Customer would have a right to terminate the Mobile Fleet Service where permitted by the Existing Agreement.
- 3.4. Where Orange imposes a bar or exercises a right of suspension under the Existing Agreement(s), the Charges for the OMF Services will continue to be payable.

charges for disconnection of Mobile Fleet

- 3.5. The Customer may disconnect any Mobile Fleet connection by providing Orange with not less than 30 days notice in writing. However, the Customer shall pay Orange an early Disconnection fee (as well as any outstanding charges already incurred) in respect of that disconnection calculated in accordance with the following formula:

Number of months remaining in the Minimum Connection Period for the disconnected connection x monthly charge

The disconnection charges will apply if the voice service is terminated for any reason as the Mobile Fleet Services is an add-on to that voice service.

Customers that have paid the upfront charges will not receive any refund on disconnection.

4. Compatible Devices

- 4.1. The Customer is responsible for ensuring that Users have at all times a Compatible Device and the Device Software correctly installed.
- 4.2. Orange may from time to time notify the Customer of certain technical limitations in particular Compatible Devices when used with OMF Services.
- 4.3. Non-Orange Branded devices may be used with OMF Services, but Orange provides no guarantee of compatibility and the Customer uses such devices at its own risk. Orange is not responsible for any faults, errors, interruptions, disruptions or any other problems in relation to the OMF Services that are caused either directly or indirectly by use with devices other than Compatible Devices. Orange does not provide support to non-Orange Branded devices.

5. Managed Numbers

- 5.1. The OMF Services may be subject to certain restrictions from time to time in respect of the Managed Numbers that can be added.
- 5.2. Orange reserves the right to reject any request to provision a Managed Number in its absolute discretion.
- 5.3. Orange may de-provision a Managed Number if it is suspended or disconnected under the Existing Agreement or if Orange has other reasonable cause to do so.

6. Orange Software

- 6.1. Orange Software is licensed on the following terms and restrictions, subject to any right given by law which cannot lawfully be excluded by contract:
 - (a) Orange Software is licensed to the Customer on a non-exclusive basis to use it for accessing the OMF Services during the Service Term and not otherwise;
 - (b) The Customer undertakes that it will not and that its Users will not, copy, adapt, modify, decompile, reverse engineer, disassemble, translate, distribute, sub-licence, rent, lease, allow any third party access to or otherwise deal with any part of any Orange Software in any way or create derivative works based on Orange Software;
 - (c) The Customer undertakes not to use any confidential information contained in or derived from the Orange Software to develop or market any software which is substantially similar in function and expression to any Orange Software;
 - (d) Where Orange Software is supplied with Equipment, it may only be used with such Equipment;
 - (e) Orange Software is protected by copyright laws and all intellectual property rights are and shall remain the property of Orange (or its third party licensors). The licence under this clause 6 may be terminated if the Customer disputes such ownership or intellectual property rights;
 - (f) For a period of sixty (60) days from the date of delivery of the Orange Software, Orange warrants that the Software shall conform in all material respects to any specifications set out in any user manual delivered with the Software or (in the case of Solutions) agreed in a Solution Schedule, provided that the Orange Software is used in accordance with such specifications and that no

modifications have been made. Orange does not warrant that the Orange Software will meet the Customer's requirements or that operation of the Orange Software will be uninterrupted or error-free. Orange's sole obligation and liability for breach of this warranty will be to promptly repair or replace (at Orange's expense) the defective Orange Software.

6.2. Orange may update Orange Software (and have access to Equipment for this purpose at times and places to be agreed with the Customer) from time to time, provided such update does not reduce functionality or performance.

6.3. The Customer must download any updated version of the Device Software to each Compatible Device used with the OMF Services upon request from Orange.

7. Customer software

7.1. The Customer must ensure that any other software it installs on the Compatible Devices does not interfere with or impair the operation of the Device Software.

8. forms

8.1. The Customer will have the ability to build and publish forms to its Users using the standard functionality in the Mobile Forms Service. The Customer acknowledges and agrees that the Customer acquires no intellectual property rights in such forms and hereby assigns to Orange all such intellectual property rights that may arise.

8.2. If the Customer leaves the OMF Services, Orange may delete the forms that the Customer has put on the system.

9. security

9.1. Orange takes reasonable steps to safeguard the security of any information the Customer inputs to the Website where Orange deems it appropriate. However, Orange accepts no responsibility for any damages that the Customer may suffer as a result of the loss of confidentiality of such information.

9.2. The Customer and its users must keep confidential and not disclose to any third party, any passwords, personal identification code, number or name issued by Orange that are designed to control access to the OMF Services. You agree to immediately notify Orange of any unauthorised use or breach of security. Orange is not liable for any loss or damage arising from your failure to observe any security procedures notified by Orange. Orange reserves the right to disable any user identification code or password.

10. Support

10.1. Orange will provide the Customer with support for the service in accordance with the support details set out on the Website (as Orange may vary from time to time).

11. Website use

11.1. The Website and its content are provided by Orange, its affiliates, or suppliers, and is the copyright of Orange Personal Communications Services Limited or its affiliates or suppliers. All rights reserved. The contents of the Website cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means without Orange's prior written permission.

11.2. The Customer may not mirror any material contained on the Website on any other server without the prior written consent of Orange. Any unauthorised use of the contents of the Website may be in breach of copyright, trademark laws or other UK laws.

11.3. Orange shall have the right to remove any form or material the Customer puts on the OMF Services via the Website or other means if, in Orange's opinion, the Customer is in breach of these terms.

11.4. The Customer and its Users must not use the Website or the Mobile Forms Service and must not post or transmit any material on or through it:

- (g) which is fraudulent, unsolicited or unauthorised advertising or promotional material, hateful, sexually, racially or ethnically or otherwise objectionable, defamatory, offensive or obscene or menacing character or which may in Orange's judgement cause nuisance,

annoyance, inconvenience to Orange, or any other person or which is illegal;

(h) in an unlawful manner or which causes any nuisance, annoyance, or inconvenience, whether to Orange or any of its customers or users of the Website by any means, including without limitation by a denial of service attack, knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful, harassment, impersonation of another person or entity;

(i) such as to cause the whole or part of the Website or the Mobile Forms Service (including the server on which it is stored or any server, computer or database attached to it) to be interrupted, damaged, rendered less efficient or impaired in any way. In such circumstances the Customer's right to use the Website will cease immediately.

11.5. The Mobile Forms Service is managed via the internet. The Customer's use of the internet is solely at its own risk and subject to all applicable national and international laws and regulations. Orange is not liable for any failure to provide the Mobile Forms Service due to any failure in the Customer's internet security or connectivity.

11.6. Orange does not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from the Customer's use of, or inability to use or access or a failure, suspension or withdrawal of all or part of the service at any time. Orange excludes all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any information and the value and integrity of goods and services offered by third parties over orange.co.uk. The Customer acknowledges that Orange has no control over, and excludes all liability for, Customer data or content transmitted using the OMF Services.

12. suspension

12.1. Orange reserves the right to suspend the Customer's use of the Website and/or the OMF Services if Orange has reasonable ground to suspect that the Customer is in breach of any of these terms.

13. priority

13.1. These OMF Services terms are incorporated into the Existing Agreements in respect of the OMF Services. If there is any conflict between terms, then the Existing Agreements will prevail over these terms and conditions.

13.2. The Existing Agreement(s) shall remain in full force and effect, save as amended by these terms and conditions in respect of the Mobile Forms Service.

14. variation of these terms

14.1. These terms and conditions may be amended by Orange from time to time by publication on the Mobile Forms Service Website. Such variations are effective upon posting on the Website and by continuing to use the Website or the Mobile Forms Service, the Customer accepts such variation.

15. general

15.1. If any part of these terms is found to be illegal or unenforceable, this will not affect the validity or enforceability of the remainder of these terms.

15.2. The English courts will have exclusive jurisdiction over any claim arising from or related to your use of the Mobile Forms Service. These terms are governed by English Law.

15.3. Orange and orangeforms and any other Orange product or service names referred to on the Website are trade marks of Orange Personal Communications Services Limited of St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol BS32 4QJ.

15.4. Certain mobile telephony products and services that may be purchased from this website are provided by Orange Personal Communications Services Limited of St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol BS32 4QJ. VAT registration number is 529221751 Email: customer.services@orange.co.uk.