

Eseye Limited

Standard Terms & Conditions

The following standard Terms & Conditions shall apply where they do not directly conflict with any proposed terms and conditions contained within any customer specific agreements.

1. DEFINITIONS

'Eseye' shall mean Eseye Limited and its subsidiaries whose office is at Surrey Research Park, 20 Nugent Road, Guildford Surrey, GU2 7AF and shall include its employees and agents, or where applicable and the context requires Dataflex Design Communications Limited and Dataflex APAC Pty Ltd if Products or Services are purchased through those companies. Where this is the case it will be set out in the Order Acceptance Form.

'Agreement' shall mean these terms and conditions, and the Order Acceptance Form in accordance with which we permit you to use our products and provide services to you.

'Charges' shall mean the Products Charges and the Service Charges (as applicable).

'Minimum Period' shall mean the period for which you have agreed to receive the Services as set out in the Order and starting on the Service Start Date and any extensions to it made pursuant to this Agreement.

'Order' shall mean an order placed by the Purchaser for Products to be supplied by Eseye in accordance with these terms and conditions.

'Order Acceptance Form' shall mean the form confirming the acceptance of an Order by Eseye (or its relevant subsidiary), which shall confirm the price and order quantity.

'Purchaser' shall mean the party who wishes to purchase Products and Services from Eseye and who is named on the Order Acceptance Form.

'Products' shall mean the equipment or parts to be supplied by Eseye (if any) as specified in the Order Acceptance Form.

'Products Charges' shall mean the charges relating to the purchase of the Products.

'Services' shall mean those services (if any) provided by us and other mobile telecommunication services obtained from our telecommunications network provider as specified in the Order Acceptance Form and provided to you.

'Service Charges' shall mean the combination of reoccurring fixed charges invoiced in advance and usage-based charges invoiced in arrears relating to the data consumed and Services provided.

'Service Start Date' shall mean the date that the service is first provided to you.

'Standard Charges' shall mean Eseye's standard charges for Products or Services as amended from time to time.

'Termination Charge' shall mean a sum equal to the Service Charges for the period from the relevant date of termination up to the end of the Minimum Period along with any applicable de-activation charges (or similar).

2. GENERAL

A. Eseye shall sell and Purchaser shall purchase the Products and/or Services subject to these conditions, and these terms and conditions shall apply to the exclusion of all other terms and conditions.

B. The Services requested in the application form will be provided as soon as reasonably practicable.

C. All quotations given by Eseye or Orders submitted by the Purchaser are subject to confirmation in writing by Eseye through the issuance of an Order Acceptance Form. The issuance of an Order Acceptance Form is contingent upon availability of Products and/or Services and the absence of any circumstances beyond Eseye's control which may hinder or prevent the acceptance or execution of an Order.

D. The provision of Products or Services may be affected by circumstances beyond Eseye's control. These include, but are not limited to: (i) the capability of the Products or any equipment related to the Services; (ii) the networks of the telecommunications network provider where the Products may be situated; (iii) network congestion; (iv) geographic or atmospheric conditions; (v) maintenance requirements; and/or (vi) equipment failures.

E. Eseye may at any time set a limit on the amount of Service Charges the Purchaser can incur during each billing period or place a bar on the Products being used. The Purchaser can request the variation of any such limit or release any such bar by contacting Eseye. The Purchaser acknowledges that Eseye may undertake credit checks to determine the Purchaser's creditworthiness and based on this Eseye may refuse to vary any such limit or release any such bar.

F. Orders for Products may not be cancelled after the issuance of an Order Acceptance Form.

G. The Purchaser shall comply with Eseye's reasonable instructions in relation to the Products and/or Services from time to time, along with any third party terms and/or usage guidelines which apply to a specific Product or Service (as notified by Eseye from time to time).

H. Any advice or recommendation given by Eseye or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Products or Services, which is not confirmed in writing by Eseye, shall be followed or acted upon entirely at the Purchaser's own risk, and accordingly Eseye shall not be liable for any such advice or recommendation which is not so confirmed.

I. The Purchaser shall ensure that the Products and/or Services are not used:

(i) for the transmission of illegal or offensive material;

(ii) for the transmission of material that contains software viruses or any other disabling or damaging programs;

(iii) in any way which impairs or damages the provision of the Services or interferes with other users use of a network; or

(iv) fraudulently or illegally or in violation of this Agreement.

3. RESELLING THE PRODUCTS OR THE SERVICES

- A. It is intended that the Purchaser shall be entitled to resell the Products and/or the Services to its own customers. Such resale shall be subject to any other specific conditions imposed by Eseye in connection with the relevant Products and/or Services.
- B. Nothing in this Agreement shall entitle the Purchaser to: (i) any priority of supply in relation to the Products and/or the Services as against Eseye's other customers; (ii) any right or remedy against Eseye if any of the Products and/or Services are sold into the same territory as the Purchaser by any person outside the territory.
- C. Other than as set out in an Order Acceptance Form, the Supplier shall not be under any obligation to continue to sell all or any of the Products and/or provide any of the Services and shall be entitled to make alterations to the specifications of the Products and/or the Services at its discretion.

4. PRICES

- A. The Charges shall be exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of a valid VAT invoice) and of all other duties, imposts and levies.
- B. Products are supplied in accordance with specifications provided by Eseye at the time of issuance of the Order Acceptance Form, and any additions and alterations requested by the Purchaser in respect of the Products shall be the subject of an extra charge.
- C. Eseye shall be entitled to pass onto the Purchaser any increases in the underlying cost of the Products to Eseye that occurs between the date of issue of the Order Acceptance Form and the actual date of delivery of the Products, but only where such costs increase by more than 10%. In such circumstances the Purchaser has the right to renegotiate the Order in good faith.
- D. If the Products Charges have been based on the purchase of a particular quantity of Products to be delivered over a specified period of time (as set out in the Order Acceptance Form) and the Purchaser fails to purchase the agreed quantity within the specified period, Eseye shall invoice the Purchaser for the difference between the unit price charged to the Purchaser for the Products and Eseye's standard unit price for the Products pursuant to the Standard Charges.
- E. For the avoidance of doubt Eseye does not operate a price protection policy. The Products Charges will be determined as set out in this Clause 4. The Purchaser will not be entitled to a refund, credit or price reduction in respect of any Products unless agreed in writing by a director of Eseye.

5. TERMS OF PAYMENT

A. Products Charges

(i) Payment in respect of the purchase of Products shall be made prior to delivery of the Products unless otherwise agreed in writing by a director of Eseye. In the event that alternative terms of payment are agreed in writing by a director of Eseye and the Purchaser does not comply with the alternative terms of payment, the payment terms shall automatically revert to payment in full of all outstanding sums prior to delivery without notice.

(ii) With regard to shipments of Products outside the UK, payment must be made by Irrevocable Letter of Credit ('LC'), confirmed by a prime London bank. The correct LC must be opened and received by Eseye with an Order. The Purchaser shall be responsible for obtaining any import licence or permit required and shall be liable for any local duty, tax import duty or outlay of whatever nature levied by the appropriate authorities in any port or place for or in connection with Products and for any payments, fines, expenses and costs charged or damage incurred or sustained by Eseye in connection therewith.

B. Service Charges

(i) Eseye shall invoice the Purchaser in advance for regular monthly charges and in arrears for consumption (e.g. data/SMS usage).

(ii) Invoices for Service Charges are payable within 30 days of the date of the invoice date. Eseye reserves the right to request a deposit in connection with the Service Charges in the event that the Purchaser's credit rating is unsatisfactory to Eseye.

(iii) Eseye operates using a minimum service invoice charge of £25 or equivalent in local currency. All customers with a bill which initially equates to less than this amount, will automatically have their invoice rounded up to equal £25.

C. The use of Products or Services other than as agreed on an Order Acceptance Form (for example in a different country not specified) shall grant Eseye the right to apply such extra charges as may apply in respect of the actual use of the Products or Services, in each case in accordance with Eseye's Standard Charges (which can be obtained on request).

D. If the Purchaser fails to make any payment when due, without affecting any other rights which it may have, Eseye shall be entitled to exercise all or any of the following rights:

(i) suspend deliveries of Products and/or performance of Services until paid;

(ii) deduct outstanding sums from any sums owed by Eseye to the Purchaser under the relevant Order or otherwise;

(iii) require the Purchaser to pay any costs of storage (or a reasonable charge for storage) of undelivered Products and materials;

(iv) be paid compensation and charge interest on the overdue amount at the statutory rate and otherwise in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Seller;

(v) resell any Products not yet delivered to the Purchaser;

- (vi) retain any sums paid as deposit for the Products and/or Services;
- (vii) demand the return of the Products in respect of which payment remains outstanding;
- (viii) appropriate any payment made by the Purchaser to such of the Products (or the Products supplied under any other Order) as Eseye may think fit (notwithstanding any purported appropriation by the Purchaser).

E. The Purchaser shall notify Eseye of any billing queries within one month of the date of the invoice upon which the query arises and shall not withhold payment of any Products Charges or Service Charges set out in the queried invoice, or any invoice, by reason of the Purchaser's billing query.

6. DELIVERY AND DELAY

A. Delivery of the Products takes place Ex Works (as defined by Incoterms 2010), London (or other place named by Eseye in the Order Acceptance Form) UK ("Delivery Location") unless agreed otherwise in writing. Prices are based on the Products being delivered in one consignment in standard packaging.

B. The Purchaser shall be responsible for arranging shipping from the Delivery Location to its premises, although where requested and confirmed in the Order Acceptance Form, Eseye will arrange shipping of the Products on the Purchaser's behalf from the Delivery Location to the address specified on the Order at Eseye's prevailing delivery rates (particulars available on request) and Products will be shipped in standard packaging and at the Purchaser's risk.

C. All delivery dates are approximate. Eseye will not accept any liability for delay in delivery of Products at the Delivery Location, for delay in dispatch (where Eseye is arranging shipping from the Delivery Location on the Purchaser's behalf) nor for delay in completion of any Products. The Purchaser's attention is drawn to the fact that Eseye is dependent upon manufacturing by third parties for production of the Products and, where Eseye arranges shipping on the Purchaser's behalf, transport of Products and/or components. Delays which are not attributable to Eseye may arise as a result.

D. Any delay in delivery shall not relieve the Purchaser of any obligation to accept and pay for any other deliveries.

7. RETURNS OF PRODUCTS

A. No Products may be returned to Eseye after delivery without the prior written consent of Eseye. The Purchaser must notify Eseye in writing within seven days of delivery stating the reason for the return and the date and number of invoice for the Products. If Eseye agrees that the Products may be returned it will issue a Return Authorisation Number. Any Products returned without a Return Authorisation Number shall be disposed of.

B. Products returned as a warranty claim which prove to be other than a genuine warranty failure will be disposed of or held for collection by the Purchaser and the Purchaser charged for testing and warehousing.

C. All Products returned must be securely packed and unless the carrier effecting the return is instructed otherwise by Eseye, must be consigned Carriage Paid (as defined by Incoterms 2010).

D. For the avoidance of doubt, Eseye will not accept any Products returned as part of any stock rotation policy of the Purchaser. The Purchaser shall not be credited for any such Products returned.

8. CANCELLATION AND CHANGES

A. No request for cancellation of Orders or rescheduling of shipments will be effective unless accepted in writing and signed by an authorised signatory of Eseye.

B. Eseye will accept cancellations of Orders of Products or rescheduling of shipments of Products entirely at its discretion and only on payment of the following charges:

(i) Cancellation of Orders or rescheduling of shipments of Products with an acknowledged shipment date between 1 and 60 days of the date of cancellation or reschedule - full purchase price.

(ii) Cancellation of Orders or rescheduling of shipments of Products with an acknowledged shipment date between 61 and 90 days of the date of cancellation or reschedule - 50% of the full purchase price.

(iii) Cancellation of Orders or rescheduling of Products with an acknowledged shipment date between 91 and 120 days of the date of cancellation or reschedule - 20% of the full purchase price.

C. The Purchaser has the right to cancel Orders for Services at any time from the date the Purchaser signs the Order form until the Service start date by cancelling in writing. Once Eseye commences providing the Services the Purchaser may only cancel them in accordance with the terms set out below.

D. Under Eseye policy any request to change or extend the Services will require Eseye to carry out a change control analysis to assess the impact and cost of such change or extension which will then be notified to the Purchaser. Where the Purchaser wishes to proceed with the change or extension, Eseye will jointly agree a supplementary Order Acceptance Form detailing the relevant change or extension. These terms and conditions will apply to any changes to the Service and the supplementary Order Acceptance Form will form a binding part of the Agreement.

E. Eseye shall be entitled to change the Service Charges at any time. If the Service Charges are increased in excess of any increase in the UK Retail Price Index since the date of the previous increase in the Service Charges (or the Service Start Date if the first such increase), then the Purchaser shall be entitled to terminate its receipt of the Services on 30 days' written notice to Eseye (and the Service Charges shall remain unchanged during such period). The Purchaser shall only be obliged to pay Service Charges for the Services that have been used up to and including such date of termination. For the avoidance of doubt, any such termination shall only affect the Purchaser's receipt of the Services and any additional Order for the purchase of Products shall remain in full force and effect.

F. Eseye reserves the right to change the way the Services are provided but only to the extent that such changes do not materially alter the outcome of the Services received by the Purchaser.

9. RISK

A. Risk of loss or damage to the Products shall pass to the Purchaser on delivery at the Delivery Location. The Purchaser shall insure the Products until Eseye has been paid in full. The Purchaser shall examine all packaging on delivery at the Delivery Location and shall notify Eseye in writing within seven days of delivery of any shortage in delivery, damage or any other non-conformity with these conditions that ought reasonably to have been apparent on a reasonable inspection of the Products. It is agreed that the Purchaser waives any such claims it may otherwise have had where no claim has been made in writing within the aforesaid period. In the event of any such claim, the packaging and contents must be retained for examination.

B. All insurance claims will be pursued by the Purchaser as swiftly and efficiently as is practicable, whatever the terms of delivery.

C. Shortages or damage not covered by Clause 9(A) above must be notified in writing to Eseye (along with full particulars) within seven days of receipt of the Products.

10. TITLE

A. Title to the Products shall be retained by Eseye until payment in full has been received of all sums due (including interest) in respect of the Products in accordance with Clause 5 above.

B. Until such time as the title in the Products has passed to the Purchaser under Clause 10A, the Purchaser shall:

(i) hold such Products on a fiduciary basis as Eseye's bailee and shall insure them as Eseye's property and shall store and mark them in such a way that they are readily identifiable as Eseye's property, and shall not mix them with any other goods;

(ii) not pledge or allow any encumbrance, lien, charge or other interest to arise or be created over the Products;

(iii) not dispose of or deal with the Products or any documents of title relating to them or any interest in them;

(iv) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

(v) notify Eseye immediately if any insolvency or administration events occur which affect or are reasonably likely to affect the Purchaser; and

(vi) give Eseye information relating to the Products as may be required from time to time.

C. The Purchaser shall:

(i) keep to any other conditions Eseye set regarding the use of the Products from time to time;

(ii) immediately give notice of any change of address;

(iii) notify Eseye immediately if any Products are lost or stolen and write or email to confirm the details.

D. The Purchaser must not:

(i) use the Products (or allow any of them to be used) for any illegal purpose. Where Eseye discovers that this clause has or may have been breached, Eseye may report such incidents to the police or any other relevant official organisation;

(ii) use any third party product that has not been approved by Eseye for use of the Services or on the relevant network. If doubts arise in relation to the suitability of certain third party product, the Purchaser shall contact Eseye.

E. The Purchaser grants to Eseye an irrevocable licence to enter the premises of the Purchaser and seize and remove any Products not paid for in full if Eseye fears payment in full may not be made.

11. WARRANTY

A. Eseye warrants that the Products shall for a period of one year from the date of manufacture be free from material defects in workmanship and materials and that Eseye is able to pass good title to the Products. Eseye will at its discretion and in full satisfaction of its obligations hereunder, repair or replace any of the Products purchased by the Purchaser which in Eseye's opinion have a defect in materials or workmanship and which are returned to Eseye in accordance with the returns procedure set out above. Such warranty shall not cover Products which have been misused (with regard to their ordinarily accepted usage) or which have been stored for an excessive period or in unsuitable conditions.

B. All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Eseye, in respect of compliance with descriptions, the quality or the fitness for purpose of the Products and/or the Services which are not expressly set out in these conditions are excluded except to the extent such exclusion is prohibited or limited by law.

C. The Purchaser shall by purchasing the Products from Eseye at trade prices thereby waive all claims whatsoever which may arise out of or after delivery of the Products including, but not limited to the following:

(i) Damage or loss or the cost of labour or other charges incurred in repairing or replacing any defective Products or parts thereof PROVIDED ALWAYS that any such defect shall not be due to:

a) damage to the Products incurred prior to delivery of the same to the Purchaser and in respect of which the Purchaser has given written notification pursuant to Clause 9(A) above; or

b) An epidemic fault in a particular component of the Products recurring within twelve months of delivery and notified by the Purchaser to Eseye; or

c) a major fault in the Products occurring within twelve months of delivery being a fault so substantial that the Products cannot be rectified by adjustment, replacement or repair of parts, components or modules;

(ii) For damages in respect of the cost of removing and reinstalling any fitted, installed or built-in Products;

(iii) For damages in respect of loss, damage or injury to property, other than liability which cannot be excluded under applicable law;

(iv) For the cost of returning any defective or damaged Products to Eseye or its nominated third party; and

(v) Loss or damage caused by delays in delivering, repairing or exchanging damaged Products or parts thereof.

D. The parties acknowledge that the Purchaser has been given an opportunity to inspect, test and analyse the Products offered by Eseye and is satisfied as to their suitability, functionality and safety. The Purchaser accepts full responsibility for maintaining Products after sale by Eseye in such a manner that no loss, damage or injury to persons or property shall occur.

E. Eseye reserves the right to make any changes in the specification of the Products whether required to conform to any applicable safety, regulatory or other statutory requirements or otherwise.

F. The Purchaser warrants that it is acting as a business customer and not as a consumer.

12. LIABILITY

A. Eseye does not exclude or restrict liability for death or personal injury caused by its negligence or the negligence of either of its respective employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any other extent not permitted by law.

B. In no event will Eseye be liable to the Purchaser for loss of profit, loss of use, loss of revenue or interest, loss of goodwill, damages, costs or expenses payable to third parties or any other economic, indirect or consequential loss arising out of breach of contract (except refusal to pay the price of the Products) tort of any kind or otherwise. In addition, Eseye shall not be liable to the Purchaser in respect of any claims against the Purchaser by a third party arising as a result of any resale of the Products and/or Services by the Purchaser.

C. For the avoidance of doubt, the parties agree that neither party shall be liable to the other for delay caused by: (a) government intervention, (b) official strikes, (c) act of God, (d) fire, (e) flood, (g) shortage of components, (g) sabotage, (h) riot, (i) war, (j) rebellion, (k) terrorism or any other factor beyond the reasonable control of the parties.

D. Subject to clause 12B Eseye's liability to the Purchaser in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss shall be limited to:

(i) £100,000 for loss of or damage to physical property in any period of 12 consecutive months; and

(ii) £100,000 for all other loss or damage arising from any one incident or series of connected incident, subject in each case to an overall aggregate limit on liability of £200,000 for all incidents in any period of 12 consecutive months.

E. Each provision of this clause 12 is to be construed as a separate limitation or exclusion even if for any reason, one or other of the said provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding termination of an Order.

13. INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, designs and other intellectual property rights belonging to or used by Eseye under licence from any third party in or in connection with the Products or Services or any of them (including drawings, specifications or instruction manuals supplied therewith) are owned by or licensed to Eseye. Accordingly, in purchasing the Products or Services the Purchaser obtains no right to copy, reproduce or otherwise exploit the Products or Services (or such drawings, specifications or instruction manuals) or any aspects of their design or construction (or to licence others to do so), the Purchaser's right being limited to using the Products or Services for the normal purposes for which they are intended or to selling the Products in the normal course of business. Should Purchaser require details of any software incorporated in the Service in order to integrate the Service into the Purchaser's systems it shall request such details from Eseye (which shall be given at Eseye's discretion) and not reverse engineer or disassemble any Service or Product unless authorised by law. The Purchaser shall indemnify Eseye against all damages, losses, penalties, costs and expenses which Eseye may incur or become liable to pay as a result of a claim that work done by Eseye at the request of the Customer infringes the intellectual property rights of a third party.

14. CONFIDENTIALITY

A. Neither party shall without the prior written consent of the other party (during and after fulfilment of an Order) use (other than in the performance of its obligations under these conditions) or disclose to any other person any Confidential Information of the other party, except that any obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange, or disclosure to a party's professional advisors, acting in their capacity as such. For the purposes of this Clause 14, "Confidential Information" of a party shall mean all information, in whatever form, disclosed, made available by, or otherwise emanating from that party in connection with an Order. In the case of Eseye, its Confidential Information shall include information relating to the design of the Products and the provision of the Services and all specifications prepared by or on behalf of Eseye and all information derived from any of them. Confidential Information shall not include information which: (a) at the time of disclosure is in the public domain; (b) after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of these conditions; (c) was already in the possession of the receiving party at the time of disclosure; (d) was received by the receiving party after disclosure from a third party who was not required to hold it in confidence; or (e) is trivial and/or obvious.

B. In addition to the above, the Purchaser will not announce or advertise nor knowingly allow the announcing or advertising of, the existence or contents of an Order, these terms and conditions or any other contract or agreement between the parties, without the prior express written consent of Eseye.

C. Eseye cannot and does not accept responsibility for the security of data sent via SMS.

15. SUBCONTRACTORS AND TRANSFERABILITY

A. Unless otherwise agreed in writing Eseye reserves the right to sub-contract the fulfilment of the Order or any part thereof.

B. The Purchaser may not assign or transfer all or any part of this Agreement to anyone else without Eseye's consent. This Agreement is personal to the Purchaser.

16. EXPORT TERMS

A. Where the Products are supplied for export from the United Kingdom, the provisions of this clause 16 shall apply notwithstanding any other provision.

B. The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties thereon.

C. The Purchaser shall be responsible for arranging for testing and inspection of the Products at the Delivery Location before shipment. The Purchaser shall have no liability for any claim in respect of any defect in the Products which ought reasonably to have been apparent on inspection and which is made after shipment, or in respect of any damage during transit.

D. Many Products include high technology, some of which may originate in the USA. Unless specifically brought to the attention to Eseye in writing and agreed in writing, Eseye is not aware that the Purchaser intends to sell the Products for ultimate destination in any country requiring a COCOM or US re-export licence and the Purchaser agrees not to ship Products directly or indirectly to any such country.

E. In the event that Eseye agrees in writing to sell Products for ultimate destination in a country for which a COCOM or US re-export licence is required, the Purchaser will obtain any necessary COCOM licences and US Government re-export licences prior to the date of delivery by Eseye to the Purchaser and will provide copies of such licence to Eseye.

17. THIRD PARTY CLAIMS

Third parties are not entitled to enforce any term of this Agreement, whether by reason of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. NOTICES

Any notice to be given under this Agreement shall be in writing, in English, and may be served by email, by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address. The address and email address of a party for service of notices is the address set out in the Order or such other address or email address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when successfully sent by email, left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

19. SUSPENSION OF THE SERVICES

A. Notwithstanding anything else set out herein, Eseye reserves the right to suspend the Service or any part if:

(i) a network fails or if modification or maintenance work is being carried out or if a network is unavailable for any reason;

(ii) if full payment due under an Order is not received on time;

(iii) if the Products are being used fraudulently or illegally or if they have been lost or stolen.

B. If the Services are suspended under A (ii) and the Purchaser wishes to be reconnected, a payment of an administration charge may be required. Eseye shall inform the Purchaser of the relevant charge upon reconnection.

C. If the Services are suspended under A (iii), the Purchaser shall remain liable to pay the Service Charges.

20. TERMINATION

A. The Purchaser may terminate this Agreement in its entirety or part only insofar as it relates to the Services delivered in respect of particular Product in the following circumstances:

(i) immediately if Eseye commits a material breach of this Agreement and cannot correct the situation within 30 days of the Purchaser's written notice; or

(ii) by giving Eseye 30 days' written notice given to the address at the top of this Agreement or as otherwise notified to you.

B. Where the Purchaser ends all or part of this Agreement under A (i) above, the Purchaser shall pay the Service Charges incurred up to the date of termination.

C. Where the Purchaser ends all or part of this Agreement under A (ii) of this clause and the Minimum Period has ended, the Service Charges will be charged to the end of the relevant month.

D. When the Purchaser ends all or part of this Agreement under A (ii) of this clause a Termination Charge will apply if the Purchaser terminates the Service when still within the Minimum Period.

E. In addition to the Termination Charge, if the Purchaser terminates this Agreement or a Service Eseye also reserves the right to charge a reasonable administration or system charge relating to the cancellation of any SIM cards.

F. Either of the parties may terminate this Agreement immediately if the other party becomes bankrupt, insolvent or goes into liquidation or if the other enters into a voluntary arrangement or has a receiver or an administrator appointed over any or all of its assets. Notice does not need to be given in these circumstances.

G. Eseye may also end this Agreement in the following circumstances:

(i) if the Purchaser breaches this Agreement and does not correct the situation within 30 days of Eseye giving notice.

(ii) if the underlying network closes down for any reason and Eseye is unable to provide an alternative solution.

(iii) if the Purchaser provides false information which Eseye has relied on to provide the Services.

H. Where Eseye terminates this Agreement under G (ii) of this clause the Purchaser shall pay the Service Charges incurred up to the date of termination.

I. Where Eseye terminates this Agreement for any other reason, the Purchaser will pay all the Service Charges as if the Agreement had been terminated under clause 18 A (ii).

21. LIMITED AUTHORITY OF EMPLOYEES

A. The sale of Products by Eseye is to be governed by these terms and conditions. Eseye does not recognise any terms and conditions supplied by the Purchaser unless specifically acknowledged and agreed in writing by a director of Eseye. Execution of, compliance with or implementation of Orders received from the Purchaser does not imply acceptance by Eseye of any terms and conditions contained within the Purchaser's Order or otherwise presented by the Purchaser to Eseye.

B. Any representations concerning the Products by Eseye's employees or agents shall be deemed not to have been authorised and shall not be binding on Eseye unless they are confirmed in writing by a director.

22. SEVERABILITY

If any of the provisions of these terms and conditions are invalid or unenforceable the same shall not violate the remainder which shall be read and construed as if the offending provisions were deleted therefrom.

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and replaces all previous written or oral agreements or representations relating to its content, the Purchaser agrees that: (i) he has not been induced to enter into this Agreement by, nor has he relied on, any statement, representation, warranty or other assurance not expressly incorporated; and (ii) in connection with this Agreement it's only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded. The terms of this clause will not affect the Purchaser's rights or remedies for any fraudulent misrepresentation by Eseye.

24. LEGALITY AND LAW

These terms and conditions will be governed and construed in all respects in accordance with the Laws of England and subject to the exclusive jurisdiction of the English courts.