Millbeck Communications Limited
Regulatory Schedule

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Millbeck Communications Regulatory Schedule

The European Electronic Communications Code (EECC) has been implemented in various EU Member States and the UK, and provides, amongst other things, end-user protections including for business customers who purchase electronic communications services.

The General Conditions of Entitlement set out the regulatory conditions that all providers of electronic communications networks and services must comply with if they want to provide services in the UK, which includes EECC protections. Ofcom is the regulator in the UK.

This Schedule sets out the extent of those protections applicable to relevant Customers of Millbeck Communications and certain waivers of those protections. Where applicable, waivers will be set out in the sales journey capturing consent. The information presented in this Regulatory Schedule explains each waiver in more detail, please note not all waivers listed below will be applicable to every Customer.

1 M2M Services

Millbeck Communications provides Internet of Things (IoT) connectivity solutions. Millbeck Communications provides Machine-to-Machine Services; these are a service which allow for the automated transfer of data and information between devices or software-based applications with limited or no human interaction.

Our Acceptable Use Policy states that each Customer shall ensure (and use all reasonable endeavours to ensure that its Customer Entities do likewise), that any Services supplied under the Agreement shall be used solely in relation to Machine-to-Machine Services.

If a Customer requires any service which are Regulated Services, this must be expressly agreed in writing with Millbeck Communications and will be subject to any additional restrictions on use of the particular Product as Millbeck Communications may reasonably specify.

2 Small Business Customers

Small Business Customers (as defined in the General Terms) of M2M Services are entitled to additional protections under Applicable Law.

It is the Customer's responsibility to review the criteria applicable to it and to have informed Millbeck Communications if it is a Small Business Customer prior to the entry into the Agreement and notify Millbeck Communications immediately in writing if during the Term the Customer no longer meets these criteria. For the avoidance of doubt, the terms applicable to a Small Business Customer will apply only to the extent that the Customer is and remains a Small Business Customer from time to time.

2.1 Additional terms for Small Business Customers

Disputes: Small Business Customers have the right to refer Disputes to the Communications Ombudsman (formerly Ombudsman Services: Communications), subject to its eligibility criteria, in accordance with the Millbeck Communications complaints handling procedure which is available at the following link:
https://millbeck.co.uk/legal/terms-and-conditions. Where this procedure applies, it shall take precedence over any other dispute resolution procedures set out in the General Terms and Service Schedules. Nothing in the General Terms and Service Schedules will prevent or delay either Party from referring a dispute to Ofcom.

Automatic renewal: the requirement for express consent to automatic renewal is covered by clause 2.3 (Service Term) of the General Terms whereby Millbeck Communications will not renew a contract for a further Minimum Contract Term without the Small Business Customer's express consent (via a new Tariff Addendum or otherwise in writing at any time during the Term). Small Business Customers will be given reasonable opportunity to consider any terms of a new Minimum Contract Term.

2.2 M2M Services for Small Business Customers - Waivers

Small Business Customers may waive their rights to certain protections. By signing the contract with Millbeck Communications, Small Business Customers give their express consent to waive their rights and exclude the application of certain protections as detailed below:

Non-coterminous Minimum Contract Terms: Customers must be aware that many Millbeck Communications products are non-coterminous, depending on a SIM activation date. Small Business Customers who consent will waive the requirement for co-terminus end dates of Minimum Contract Terms.

Notification of service consumption waiver: Customers who consent will agree to a waiver to be notified when usage of services based on volume or time limits reaches the maximum allowance as specified in a Tariff Addendum, however for the avoidance of doubt, Customers can check usage using their relevant SIM Management Platform can set usage alerts.

Right to Leave Bundle: Where Millbeck Communications makes changes to the Agreement which gives the Customer the right to terminate the service without charge (in accordance with the General Terms),

Customers who consent will waive the right to terminate being extended to all elements of a Bundle. The Customer will only be permitted to leave for the impacted product in that Bundle.

Disincentive to switch: Customers who consent agree to a waiver whereby the conditions and procedures for contract termination should not cause a disincentive to switch service providers. This extends to all elements of a Bundle. For example, where two (or more) Products are required to retain a discount.

Switching and number porting – As we have explained in our General Terms, we do not guarantee personal numbers; the MSISDN provided to Customers by Millbeck Communications are just for connectivity and can be changed by the Network (without impact to the Service).

- **Portability/PAC Codes**: Millbeck Communications will endeavour to provide a PAC code by using the respective unique numbers for each type of request as agreed by the relevant industry forum, depending on the number of mobile numbers which the request relates to and any constraints applicable to Multi-SIM solutions. Millbeck Communications will charge a £25 admin fee per transfer request involving no more than 25 mobile numbers, plus any network transfer costs (if applicable). The charge levied is a one-off administrative charge based on the reasonable costs incurred by Millbeck Communications in providing portability with respect to each number. Millbeck Communications reserves the right to negotiate fees for bulk requests as set out below.

- **Waiver of specific requirements**: to the extent that provisions are held to apply (for business customers switching fewer than 25 mobile numbers), Customers who consent will waive the requirements relating to being kept adequately informed, set migration dates, simple and efficient processes and continuity of service on the same terms until migration has been completed. However, it is the intention of Millbeck Communications to act according to those principles.

- **Bulk requests:** ports involving more than 25 mobile numbers may take longer and cost more to process. Millbeck Communications will act in accordance with industry standards in respect of such bulk requests.

3 Regulated Services

Where Millbeck Communications has expressly agreed with a Customer or has identified in a Product Schedule that the Services are Regulated Services, the following will apply. Not all of the provisions below will apply to Regulated Services, and it will be made clear in a Product Schedule which provision, if any, applies to a Product.

3.1 Additional terms for Regulated Services

Customers will be able to enter into a contract for a maximum duration of 12 months for Regulated Services. Millbeck Communications can apply a 12-month term on receiving a written request from a Customer taking a Regulated Service.

Autorenewal after Commitment Period: Millbeck Communications applies Minimum Contract Terms to certain Services. Terminating within a Minimum Contract Term will incur buy-out fees and admin fees for early termination. On expiry of the Minimum Contract Term, the Services will automatically continue in accordance with clause 2.3 (Service Term) of the General Terms. Customers can terminate in accordance with clause 23.2 (Termination) of the General Terms.

End of contract notifications and annual best tariff information: Millbeck Communications will send an End-of-Contract Notification to the Customer. The End-of-Contract Notification will inform the customer of the end of the Commitment Period and how the Customer may terminate the contract. At the same time the Customer will be provided with best tariff advice relating to their Regulated Service.

3.2 Regulated Services: Small Business Customers Waivers

Contract Summary and Contract Information: Small Business Customers who consent agree to a waiver to be given contract information and a contract summary (in a prescribed form) for Regulated Services before being bound by the contract. This information will be contained within the quote, order forms, General Terms, Product Schedules and associated documents which are made available to all Customers as part of the contracting process.

24 Month+ contracts: Small Business Customers who consent agree to a waiver to purchase a contract with a Minimum Contract Term of longer than 24 months for Regulated Services, which are otherwise prohibited for sale.

Extension of contract on purchase of further services: Small Business Customers who consent agree to a waiver to provide express consent to the extension of a contract on purchase of further services in addition to the Regulated Services. In accordance with our General Terms, a Small Business Customer's contract may be extended by further Minimum Contract Terms on the purchase of additional Services.

Extending end of contract notifications and annual best tariff information to Bundles: Customers who consent agree to a waiver of receiving end of contract notifications and annual best tariff information for all elements of the bundle rather only to the impacted element of the Bundle. For example, where Millbeck Communications may be required to send/communicate an end of contract/best tariff advice for a mobility service, a Customer will not automatically receive a notification for voice services, if those Regulated Services constitute a Bundle.

4 Contract Changes – Relevant Customers

Where a Relevant Customer, has been notified of a change to the General Terms and Service Schedules under clause 13.6 (Notice of Changes) of the General Terms that is not a Beneficial Change or a change made in accordance with clause 11.7 (Annual Change to Charges) or 13.5 (Change to Reflect Applicable Laws) of the General Terms, the following terms will apply:

Change Notice Process for Relevant Customers: If the change to the General Terms and Service Schedules is not acceptable to a Relevant Customer, it may serve a Disputed Terms Notice as set out in clause 13.6 (Notice of Changes) of the General Terms.

- If the Relevant Customer and Millbeck Communications cannot resolve the disputed terms within the Change Notice Period, the Relevant Customer may terminate the relevant Service(s)

by completing and submitting a Cancellation Request to Millbeck Communications in accordance with clause 23.2 (Ending Services During or After Supply) of the General Terms.

- If the Relevant Customer continues to use the Products after the expiry of the Change Notice Period, without having issued a Disputed Terms Notice, it accordingly agrees to be bound by such change(s) and/or modifications (as applicable) from that date.

Termination: Where a Relevant Customer exercises their right to terminate a contract or contracts pursuant to the above, the following will apply:

- The Relevant Customer expressly agrees that such termination shall be effective thirty (30) days after Millbeck Communications approval of the Cancellation Request submitted by the Relevant Customer. During this notice period the previously applied terms in the Relevant Customer's contract will apply to the relevant Service(s) being terminated; and,

- The relevant Service(s) being terminated shall be terminated at no additional cost other than the continued payment of the Charges up until the date that the relevant Service(s) is terminated.

For avoidance of doubt, where a Relevant Customer exercises their right to terminate a contract or contracts pursuant to the above, this will be treated as termination for cause and clause 24.3(a) (Termination by Customer for Cause) of the General Terms will apply.

5 Billing Restrictions

Millbeck Communications will take all reasonable steps to ensure that Customers are billed accurately, based on documented network usage reports. For the avoidance of doubt, the following restrictions will apply to all Customers:

- It is not possible for the Customer to request or set a billing limit, amend or remove a billing limit for a billing period under the contract. Please note that Millbeck Communications has the right to do this at clause 11.12 (Payment) of the General Terms and a Customer can then request that such limit be changed.

- The Customer will not be notified if it reaches a certain spend amount (billing limit), or is likely to reach a certain spend amount, in or before the end of a billing period.

Please note that due to the nature of the services provided, it is not required for Millbeck Communications to provide these features. Customers are encouraged to monitor their usage via the Platform and/or any email notifications.