

Vivio Device Plan & Hardware Plan Terms and Conditions



You should read these terms and conditions carefully:

We, us means Vivio Limited, a company registered in England with registered number 4237192.

Mobile Phone Equipment means any cellular or landline telephone, subsidies or any other items supplied under this contract.

The following additional terms and conditions apply to the provision by Vivio Limited of Mobile Phone Equipment supplied under the Vivio Device Plan Terms and Conditions ("Vivio Device Plan") and/or the provision of an Equipment Fund supplied under the Vivio Hardware Plan Terms & Conditions ("Vivio Hardware Plan") and are supplementary to the Vivio Limited Terms and Conditions of Business.

If the Customer agrees to buy Mobile Phone Equipment using the Vivio Device Plan, Vivio will raise a VAT invoice to the Customer on the date of dispatch for the full value of the Mobile Phone Equipment. The payment terms of the gross value of the Mobile Phone Equipment invoiced will be as set out in the Device Plan Payment Schedule. The terms of the Vivio Device Plan will take precedence in the event of any conflict between it and the Vivio Limited Terms and Conditions of Business.

If the Customer agrees to establish an Equipment Fund using the Vivio Hardware Plan, Vivio will set up a recurring payment schedule to start no later than 14 days from the date the authorised order is placed. The payment terms of the gross value of the Equipment Fund will be as set out in the Hardware Plan Payment Schedule. The terms of the Vivio Hardware Plan will take precedence in the event of any conflict between it and the Vivio Limited Terms and Conditions of Business.

Vivio Device Plan and Vivio Hardware Plan are only available to Customers who have an eligible mobile Airtime Agreement with Vivio.

Duration of Agreement

Unless terminated earlier the duration of this Vivio Device Plan/Hardware Plan is 24 months from the date of the first instalment paid.

Repayments

You must make monthly payments as detailed in the Device/Hardware Plan Payment Schedule at monthly intervals ("Instalments"). The first Instalment will be payable on a date set by us.

Your obligation to make repayments under the Vivio Device Plan and/or Vivio Hardware Plan is not contingent on us providing any goods or service other than the Mobile Phone Equipment or Equipment Fund in this Agreement.

Repayment must be made by Direct Debit as set out in the Device/Hardware Plan Payment Schedule. No other forms of payment will be acceptable.

Title and Risk

The risk in Goods supplied under this Agreement shall pass to you on completion of delivery.

Title to the Goods shall not pass to you until all payments as detailed in the Device/Hardware Plan Payment Schedule have been received in full (in cash or cleared funds).

Until title to the Goods has passed to you, you shall:

- (a) Store the Goods separately from all other goods held so that they remain readily identifiable as our property.
- (b) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods
- (c) Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery
- (d) Notify us immediately if you become subject to any of the events listed in clause 14.2(b) to clause 14.2(m) of the Vivio General Terms & Conditions of Business available upon request or at www.vivio.co.uk/terms
- (e) Give us such information relating to the Goods as we may require from time to time

If, before title to the Goods passes to you, you become subject to any of the events listed in clause 14.2(b) to clause 14.2(m), then, without limiting any other right or remedy we may have:

- (a) Your right to resell the the Goods or use them in the ordinary course of business ceases immediately; and
- (b) We may at any time require you to deliver up all Goods in your possession which have not been resold

Consequences of Default and Missed Payments

Missing or late payments could have serious consequences. You may have to repay what you owe early. It could result in legal proceedings being taken against you to recover what you owe. We may also take action under the Vivio Limited Terms and Conditions of Business such as barring or disconnecting your Airtime Services.

In addition to the consequences of missed or late payments detailed above, we may serve a default notice on you, on the expiry of which we may terminate the Vivio Device Plan and/or Vivio Hardware Plan and/or require you to immediately repay the outstanding balance (whether or not accrued due for payment), if you:

- a) fail to pay us the Instalments or other sum due on the dates they are due; or
- b) cancel the Direct Debit instruction; or
- c) breach this agreement in any other material way; or
- d) materially breach the Airtime Contract Agreement; or
- e) materially breach the Vivio Limited Terms and Conditions of Business; or
- f) become bankrupt or are unable to pay your debts or if an interim order in bankruptcy is presented or made, or you become apparently insolvent; or
- g) have a proposal for a voluntary arrangement made in relation to you; or
- h) in Scotland, a grant of trust deed for the benefit of your creditors is presented or made; or
- i) you die; or
- j) you are convicted of an offence involving dishonesty.

If any of the events above occurs we will also have the right to block your SIM Card from using Airtime Services; and/or terminate the Vivio Device Plan and/or Vivio Hardware Plan. You may be required to pay our reasonable costs (including legal costs and interest) of collecting unpaid sums or otherwise enforcing this agreement following your default or an event described in this section.

There are also the following charges for late or missed payments reflecting our reasonable administrative costs: £10.00 plus VAT Late payment charge.

Cost of the credit

The rate of interest which applies to the Vivio Device Plan and/or Vivio Hardware Plan is 0% per annum subject to all installments being paid on the dates set out in the Device/Hardware Plan Payment Schedule.

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Disposal of Device supplied under Vivio Device Plan

You should not dispose of the Mobile Phone Equipment before you have fully repaid the balance on your Device Plan Payment Schedule. Any disposal of the Mobile Phone Equipment by you does not affect your obligation to repay in full the balance on your Device Plan Payment Schedule.

Early Repayment / Termination

You have a right to repay all or part of the credit early at any time. You must give us oral or written notice of your intention to make early repayment. Once the Vivio Device Plan and/or Vivio Hardware Plan balance is paid in full this agreement is terminated.

If the Customer terminates the Airtime Contract, Vivio may take the actions requiring the Customer to repay immediately the full outstanding amount for the Mobile Phone Equipment covered by the Vivio Device Plan Agreement or repay immediately the full outstanding amount of the Equipment Fund covered by the Vivio Hardware Plan.

Vivio retains the right to cancel the Vivio Device Plan and/or Vivio Hardware Plan with 7 days written notice.

If your Airtime Contract is terminated (for example, if you give notice to terminate it for any reason, or we receive notice from another Network Operator that you have used a PAC code), we will treat that as notice to terminate the Vivio Device Plan Agreement and/or Vivio Hardware Plan. We will have the right to require immediate repayment of the Vivio Device Plan balance and/or Vivio Hardware Plan balance (whether or not accrued due for payment). We will give you notice of our intention to do this and will notify you of the Vivio Device Plan and/or Vivio Hardware Fund balance you owe. We may also be entitled to charge you for early termination of your Airtime Contract as set out on the Vivio Limited Terms and Conditions of Business.

If you wish to start a new Vivio Device Plan this agreement must be paid in full before a new agreement can commence.

Where the minimum term of the Customers eligible Airtime Agreement expires prior to the end of the Device Plan and/or Vivio Hardware Fund Duration and is not extended for a further contractual term with Vivio no later than 28 days after expiry, Vivio retains the right to require the Customer to repay immediately the full outstanding amount for the Mobile Phone Equipment covered by the Vivio Device Plan Agreement or repay immediately the full outstanding amount of the Equipment Fund covered by the Vivio Hardware Plan.

How we use your personal data

This Privacy Notice explains how Vivio uses and manages the information we may hold about our Clients and their employees. This includes:

- Why we collect and keep information about you and your employees.
- What information we collect.
- How long we may keep this information.
- Who may see this information.
- Who we may share this information with.
- Your rights in relation to your information.

Confidentiality. Vivio collects, stores and uses only small amounts of personal information. The information we do collect is used by different people as part of their normal work. We take our duty to protect personal information very seriously. We will take all reasonable means to keep this information confidential whether this is held on computer, on paper or on other media. Every member of staff working for Vivio has a legal duty to keep information about you and your employees secure and confidential. This is also included in staff contracts of employment.

Information we hold about you. At Vivio, we aim to provide you with the highest quality of Client Service. To do this we must keep records about you, your company, your employees and the services we have provided to you or plan to provide to you. The information we hold about you is protected by strict physical, electronic and other means. Our Client Services staff may ask you or your employees to provide certain personal information. This information is necessary in order for us to provide you with the best possible service. Information about you may be written on paper or recorded electronically. The types of information we collect or process may include:

- Director / employee name(s)
- Mobile phone number(s)
- Mobile /fixed line phone call records
- Director / employee home address(es)
- Office address(es)
- Director date of birth
- Director personal identification documents
- Director / employee personal contact details such as email address / phone number
- Mobile device location information
- Mobile / fixed service call recordings

How your personal information is used. We comply with the General Data Protection Regulation to process your personal data. This is in order to provide you with appropriate services or to meet contractual or legal obligations or because you have consented to provide us with the information. We do not send or process your data outside the European Economic Area. Your records are mostly used to direct, manage and deliver your services so that:

- Our Client Services team have accurate and up-to-date information about the services you receive, and to provide you and your employees with the right advice and support about these services
- Any concerns you may have about your Services can be properly investigated.

If we intend to use the information for any other purpose then you will normally be asked first. We respect your wishes to not share certain items of confidential information about you and your employees unless we are required to share it by law. We will always explain what information we want to share, why we want to share it and who we want to share it with. This will then help you to decide if that's ok.

Who we may share your information with. Information will be seen by staff looking after you and your employees and by others involved in delivering your services. There is sometimes a need to share information about you with other Telecomms providers so that we can work together to provide you with the best service for your needs. But we will only ever share your information when there is legitimate need to do so. We will not share information with friends or relatives unless they are legally acting on your behalf or unless you say it's ok. We will only share your information with anyone else if we really need to, such as to keep you or other people safe or if a court asks for the information.

Keeping your information accurate and up-to-date. We will make sure that the information we hold about you and your employees is accurate and up-to-date. We may check with you from time to time to make sure we have the right information. If the information is not correct, you can ask us to change it.

Your Rights

You have the right to be informed about how personal information is used by Vivio. This document aims to explain how we use this information but if you are unsure or require more information, ask a member of staff.

- You and your employees have the right to have any inaccurate information corrected.

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- You and your employees have the right to have information deleted or to stop us from using it when we don't need to keep it any more.
- You and your employees have the right to access the personal information we hold about you.
- You have the right of portability – to ask for your information in such a way that it can be easily transferred to different service providers
- You have the right to object if your personal data is being used – particularly for Marketing Purposes
- You have the right to protect yourself against automated decision making and profiling

Can I see my own records? In most cases you or your employees can see or receive a copy of your records and to have any information you do not understand explained to you. If you have any questions about the personal data we hold please download and complete the Subject Access Request form available at www.vivio.co.uk/sar and then email it to us at mydata@vivio.co.uk. We will provide the information to you within a month of you asking for it.

How long do we keep your records? We keep information about you in paper records and also in electronic records. We need to keep this information in order to provide you with the best possible Service. Certain types of information about you need to be kept for longer than other information. We will not keep information about you longer than is necessary or longer than required by law.

Further Information. If you need further information about the information that we keep about you, speak to a member of staff. We will try to answer your questions. You have the right to complain to the Information Commissioner's Office if you don't think we are dealing with your records correctly. You can write to them at:

Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Or email them at accessicoinformation@ico.org.uk

Or contact them via their website <https://ico.org.uk/concerns>

Severability

If any part of this agreement is determined by a UK court to be invalid, illegal, void or otherwise unenforceable under any present or future law, then the remainder of this agreement shall not be affected thereby.

General Conditions

Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof.