

# **Fidelis Plus Ltd – Mobile Services End User Agreement**

**Version:** 1.0

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**Supplier:**

**Fidelis Plus Ltd**

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## **1. Application**

1.1 This Mobile Services End User Agreement (“Agreement”) forms part of the contract between Fidelis Plus Ltd (“Fidelis Plus”, “we”, “us”) and the Customer for the provision of mobile telecommunications services (“Mobile Services”).

1.2 By ordering or using the Mobile Services, the Customer agrees to be bound by this Agreement.

## **2. Service Description**

2.1 Fidelis Plus shall provide Mobile Services using authorised SIM cards and underlying network operator infrastructure.

2.2 Services are available within UK network coverage areas and via roaming arrangements where supported.

2.3 Network operator terms and conditions may also apply. Where conflict exists, network operator terms shall prevail.

2.4 Fidelis Plus may change network providers, technologies, or service delivery methods where reasonably required.

### **3. Minimum Term**

3.1 SIM-only services may be provided on either:

- 24-month minimum term; or
- 30-day rolling term (as specified in the Order).

3.2 Mobile services supplied with hardware or device bundles shall carry a 24-month minimum term unless otherwise agreed.

3.3 Minimum terms apply per connection.

### **4. Customer Obligations**

4.1 The Customer must ensure all users comply with this Agreement, applicable law and regulatory requirements.

4.2 Only approved mobile equipment may be used on the network.

4.3 The Customer must not:

- Use services unlawfully or fraudulently
- Cause impairment to network performance
- Use services for nuisance or abusive communications

4.4 Fidelis Plus may suspend services where misuse or breach is identified.

### **5. SIM Security and Account Responsibility**

5.1 SIM cards remain the property of Fidelis Plus at all times.

5.2 The Customer must keep SIM cards, PINs and account credentials secure.

5.3 The Customer is liable for usage until loss, theft or misuse is reported and barring is applied.

5.4 Replacement SIM charges may apply except where defective.

## **6. Acceptable Use**

6.1 Services must only be used for legitimate business purposes.

6.2 The Customer must not use Mobile Services for:

- Illegal or fraudulent activity
- Copyright infringement
- Network interference
- Bulk unsolicited communications
- Artificial traffic generation

6.3 Fidelis Plus may maintain Acceptable Use or Fair Usage policies which form part of this Agreement.

## **7. Messaging and Content Use**

7.1 The Customer must not transmit unlawful, offensive, defamatory or harmful content.

7.2 Fidelis Plus may apply limits to messaging or storage services where required to protect network integrity.

## **8. Roaming and International Use**

8.1 Roaming services are subject to operator policies and destination availability.

8.2 The Customer is responsible for compliance with local laws when using services abroad.

8.3 Roaming charges may be invoiced retrospectively due to operator reporting delays.

## **9. Telephone Numbers**

9.1 Fidelis Plus shall allocate numbers for service use.

9.2 Number changes may occur due to regulatory requirements.

9.3 Number porting is supported in accordance with industry processes.

## **10. Service Availability**

10.1 Mobile services are dependent on radio coverage and external network infrastructure.

10.2 Continuous fault-free service cannot be guaranteed.

10.3 Service interruptions may occur due to maintenance, capacity, environmental or regulatory factors.

## **11. Charges and Billing**

11.1 Orders become binding upon acceptance or activation.

11.2 Billing is monthly in advance and invoices are issued on the 1st of each month.

11.3 A valid Direct Debit mandate must be maintained throughout the service term.

11.4 Usage exceeding allowances shall be charged at applicable tariff rates.

11.5 Charges may be invoiced retrospectively for roaming or delayed network usage data.

## **12. Suspension**

12.1 Fidelis Plus may suspend services where:

- Payment obligations are not met
- Fraud or misuse is suspected
- Regulatory requests are received
- Network integrity is at risk

12.2 Charges remain payable during suspension.

### **13. Equipment**

13.1 Where equipment is supplied, separate lease or purchase terms may apply.

13.2 Risk transfers to the Customer upon delivery.

13.3 Manufacturer warranties apply to hardware.

13.4 Fidelis Plus is not responsible for third-party equipment faults.

### **14. Liability**

14.1 Fidelis Plus shall use reasonable skill and care in service provision.

14.2 Fidelis Plus shall not be liable for:

- Indirect or consequential losses
- Loss arising from network outages beyond control
- Third-party content or services
- Loss arising from credential misuse

14.3 Nothing limits liability where prohibited by law.

### **15. Termination**

15.1 Services may be terminated in accordance with contract terms or expiry of minimum term.

15.2 Early termination may incur applicable charges.

15.3 Numbers may be ported upon termination where requested.

## **16. Data Protection**

16.1 Fidelis Plus shall process personal data in accordance with UK data protection legislation.

16.2 Data may be shared with network providers where required for service delivery.

## **17. Exclusions**

### **17.1 Service Performance**

Fidelis Plus Ltd will use reasonable skill and care to provide Mobile Services with appropriate accuracy, quality and timeliness. However, due to the nature of mobile telecommunications networks:

17.1.1 Fidelis Plus and any underlying Network Provider shall not be responsible for any reliance placed on the Mobile Services or their content, nor for interruptions, failures, degradation or delays in service delivery, including (without limitation) alerting services, messaging services or security-related services.

17.1.2 Subject to these Terms and any applicable Network Provider conditions, Mobile Services and associated content are provided on an “as available” basis. Fidelis Plus does not warrant that the Mobile Services will be uninterrupted, error-free, fully secure, compatible with all equipment, or suitable for any particular purpose unless expressly agreed in writing.

### **17.2 Customer Security and Third-Party Events**

Neither Fidelis Plus nor any Network Provider shall be liable:

17.2.1 for loss, damage, charges or unauthorised usage arising from the use of SIM cards, PINs, passwords or account credentials by any person, whether authorised or not, until such time as Fidelis Plus has been notified and reasonable barring measures implemented;

17.2.2 where Fidelis Plus is unable to perform its obligations or provide Mobile Services due to events outside its reasonable control, including but not limited to network outages, regulatory actions, third-party failures or force majeure events;

17.2.3 for losses arising from device configuration, handset functionality or Customer-controlled service features (including fixed dialling or device restrictions);

17.2.4 where a number port or service migration to another provider is unsuccessful due to actions, omissions or failures of the gaining provider or third-party processes.

### **17.3 Third-Party Content and Services**

The Customer may use Mobile Services to transmit content or access services provided by third parties.

Where Fidelis Plus enables such access, its role is limited to transmission or connectivity. Fidelis Plus does not create, control, endorse or assume responsibility for third-party content, applications, goods or services accessed via the Mobile Services, and shall not be liable for any loss or damage arising from their use.

### **17.4 Survival**

This clause 9 shall survive termination or expiry of the Agreement.

## 18. General

17.1 Fidelis Plus may update this Agreement on reasonable notice.

17.2 This Agreement shall be governed by the laws of England and Wales.

### Definitions

- **Activation** – enabling service access
- **Bundle** – inclusive usage allowance
- **Charges** – recurring and usage fees
- **Customer** – contracting business entity
- **Mobile Services** – telecommunications services supplied
- **Network Provider** – underlying carrier
- **SIM Card** – subscriber identity module enabling service