1. Definitions "Bamboo" means Bamboo Technology Group Limited. "Additional Services" means any additional telecommunications services agreed to be supplied by Bamboo to the Customer as listed below. "Agreement" means these general terms and conditions. "Airtime" means any airtime used by the Customer in connection with the Services. "Bamboo" means Bamboo Technology Group Limited. "Bamboo Signatory" means any individual or entity that signs the Agreement on behalf of Bamboo. "Customer" means the party to the Agreement that is required to make payments to Bamboo. "Equipment" means any equipment, systems, programmes, software, facilities or materials provided by Bamboo to the Customer in connection with the Agreement. "Equipment Termination Fee" means the fee which may be payable in termination of this Agreement. "Customer" means the Customer to whom the Agreement is addressed. "Software" means any software or programmes provided by Bamboo to the Customer in connection with the Agreement. "Value Added Services" means the value added Services such as in music, games and other entertainment. 2. Sales Orders and Agreements 2.1 The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, understandings, discussions or written or oral agreements relating to the subject matter hereof. 2.2 Any amendment to this Agreement shall be in writing and signed by Bamboo and the Customer. 2.3 All charges are subject to Value Added Tax and any other relevant tax, duty or levy, which shall be payable by the Customer in addition at the prevailing rate from time to time as applicable. 2.4 Bamboo shall be entitled to terminate the Agreement in writing on 30 days' notice to the Customer for any material breach of the terms of the Agreement. 2.5 The Customer shall pay all charges and any other sums due from the Customer to Bamboo by direct debit within 14 days of the date of Bamboo's invoice for such charges. 2.6 Equipment warrants that all Equipment owned by the Customer and to be used for connection to the Services shall be by technically compatible with the same and will not harm the Services, and it will be connected to the same in accordance with all relevant instructions, standards and laws. 2.7 Acceptance of equipment supplied by Bamboo to the Customer shall take place when the Customer takes delivery or possession of the same. Save as is otherwise set out under Part B, the Customer shall bear all reasonable costs and expenses (including removal and insurance) of the installation of the Equipment. 2.8 The Customer shall be responsible for seeing that the Equipment is technically compatible with the services to be supplied by Bamboo to the Customer from whatever account number. 2.9 Where the Equipment is supplied by Bamboo and title to such equipment is passed to the Customer, Bamboo will use its reasonable endeavours to transfer to the Customer of Airtime, Equipment, Additional Services, and/or the Value Added Services. "Service Termination Fee" means the fee which may be payable in termination of this Agreement (whether prior to the expiry of the Minimum Period or other fixed period specified in the Sales Order) which shall be payable by the Customer in accordance with the terms and conditions of the Agreement. 2.10 The Customer shall not use or permit anyone else to use, the Bamboo name, logo or trademark without the prior written consent of Bamboo. The Customer also agrees not to infringe any copyright or registered or unregistered trademark belonging to any third party in respect of the use of the Services. 8.2.6 Upon the termination of this Agreement, any Equipment Termination Fee which may be payable shall be payable by the Customer to Bamboo on a Termination Notice in respect of all or any part of the Services in accordance with the relevant terms and conditions for such Services set out in Part B and the Customer shall be liable to Bamboo for any applicable Termination Fee (including the Equipment Termination Fee). 8.2.7 If any Equipment is returned to Bamboo by the Customer, Bamboo shall repay or credit on the next invoice to the Customer an amount equal to the lesser of the full Equipment Termination Fee which shall at all times remain the property of the Network Operator) , which will be applied to the next invoice in full in accordance with clause 4.1 above, together with any other sums due under this Agreement. 8.2.8 In the event of termination of the Agreement by either party as a result of the other party's breach of the Agreement, any sums due under this Agreement, or upon termination, whichever is the later. The Customer shall not be entitled to any interest on any deposit held by Bamboo. 4.7 Bamboo may, at its absolute discretion, provide a Hardware Account for use by the Customer (which may be transferred to another party). 4.8 Where the Services are provided to a third party, any liability under this Agreement shall be determined by such third party or their representatives. 4.9 The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement (including for the avoidance of doubt all information relating to the Customer's business, the Services and the Agreement) save as is otherwise set out or as reasonably required by the Customer's business or the exercise of its rights hereunder. 4.10 No information under this Agreement, whether required to be written or otherwise may be given by Bamboo to the Customer by post, personal device or email, to any address, email address or phone number the Customer has given to Bamboo to correspond with Bamboo, or by posting on any Bamboo website. The Customer must give instructions to Bamboo by post or personal service to the address set out on the Sales Order. 21. Law This Agreement shall be governed by English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.