



This document describes the terms and conditions applicable to the “Orange Mail Internet Service”.

## Orange Mail Internet Service

The Orange Mail Internet Service (OMIS) gives pay monthly business and consumer customers fast mobile access to their ISP email accounts as well as any other POP3 or IMAP4 connections on compatible Devices as described in the General Specification of OMIS (which forms a part of these terms and conditions) to be found at [www.orange.co.uk/business/OMIS](http://www.orange.co.uk/business/OMIS) (as Orange may amend from time to time).

## COMMERCIAL OFFERING

Except as stated below, any Charges to which the Customer is already committed under its Existing Agreement(s) and any Service Plan Charges will continue to be charged during use of OMIS. Charges are as specified or according to the Price Guide or Service Plan (as applicable), and are subject to change in accordance with the Existing Agreement(s).

**Service Plans** - OMIS charges are (in addition to other charges):

Service Plan	Monthly cost per User per month*		Inclusive MB**	Out of bundle cost per Mb*	
	Excl. VAT	Incl. VAT		excl. VAT	incl. VAT
<b>PAYC***</b>	£2.50	£2.94			
<b>OMIS 12 month</b>	£8.51	£10.00	250MB	£0.80	£0.94
<b>OMIS 18 month</b>	£6.38	£7.50	250MB	£0.80	£0.94
<b>OMIS 24 month</b>	£5.11	£6.00	250MB	£0.80	£0.94

\* Monthly and out of bundle charges do not include Data roaming which will be charged as detailed below. Monthly charges are dependent on the term of contract for OMIS 12 month, OMIS 18 month and OMIS 24 month.

\*\* Inclusive MBs are used for all email, internet and other data usage.

\*\*\* All Data usage on the PAYC Service Plan is charged in accordance with the Customer's voice Service Plan or Data bundle.

## Service Plan Rules

- The Customer will be charged on a monthly basis from the point of acceptance to download the User Software on a Device for PAYC and from the point that OMIS is applied to the Customer's Account for the Contract Service Plans until the Software User Licence is terminated in accordance with these terms and conditions. The monthly charge will be payable from the month in which the User Software is downloaded or OMIS is applied to an Account, regardless of how long there is left in that month.
- The PAYC Service Plan does not include any Data usage. All Data usage under this Service Plan will be charged at the applicable rate in the Customer's voice Service Plan or in accordance with any Data bundle that the Customer has. The OMIS 12 month, OMIS 18 month and OMIS 24 month (“the **Contract Service Plans**”) include a 250MB allowance. Once utilised the out of bundle Charges will be charged for any Data usage.
- Connection to the OMIS 12 month Service Plan is subject to a 12 month contract. Connection to the OMIS 18 month Service Plan is subject to an 18 month contract. Connection to the OMIS 24 month Service Plan is subject to a 24 month contract.
- OMIS can be used whilst roaming abroad and can synchronise with your email accounts automatically. Roaming usage is outside of your OMIS bundle and GPRS roaming charges (which may be higher than usage in the UK) will apply. For details of roaming charges and offers see [www.orange.co.uk/business/roaming](http://www.orange.co.uk/business/roaming) (for business) and [www.orange.co.uk/international](http://www.orange.co.uk/international) (for consumer). To avoid OMIS roaming charges OMIS must be removed from the Users Device before going abroad and re-downloaded on their return to the UK (see the user manual for details).
- Orange offers new OMIS subscribers a free 1 month TRY period on PAYC (the default when subscribing from the Customer's mobile). During the TRY period Customers remain liable for all Data usage Charges including higher GPRS charges if using OMIS whilst roaming abroad as stated above. If the Customer continues to use OMIS after the end of the TRY period, the Customer will become liable for PAYC Charges immediately thereafter.
- OMIS is only available on Line 1 and is not available on all Service Plans or Devices. The Customer must have a voice contract with Orange to use OMIS.
- Downloading email attachments is Device and email provider dependent.
- The Customer can migrate a User from PAYC to a Contract Service Plan at anytime by calling Orange Customer Services. Migration from a Contract Service Plan to another or to PAYC is not permitted.

**OMIS Service Period** - The OMIS Service Period is dependent on the Service Plan taken and each Software User Licence will continue until terminated as set out in these terms and conditions

- For **PAYC**, the Software User Licence must be taken for a minimum of 1 month effective from the date of acceptance to download the User Software.
- For **Contract Service Plans**, the Software User Licence must be taken for the applicable contract period (12, 18 or 24 months depending on the Service Plan). Termination prior to the end of the Service Period will result in the Customer being charged early termination fees in accordance with these terms and conditions.

## ORDERING OMIS

A User can order OMIS on PAYC from their Orange Device by texting “OMIS” to 247. The User will be sent a WAP link and then can follow the on-screen instructions in order to download the User Software. For Contract Service Plans, contact Orange Customer Services. Once OMIS is applied to the Customer's Account, the User will receive a text message with the WAP link.

## OTHER TERMS

Where the context permits any defined term in the Existing Agreement shall have the same meaning in these terms and conditions.

### Definitions:

**Existing Agreement(s)** means the agreement between Orange and the Customer which currently governs the use and supply of other Orange Equipment and Services;

**ISP** means the Internet Service Provider providing the e-mail account that a User wishes to access via OMIS;

**Software User Licence** means the right to install and run one copy of the User Software on a Device in accordance with the terms set out in detail at Annex 1 (as may be amended by Orange from time to time);

**User** means an individual who is authorised by the Customer to install and run an authorised copy of the User Software

**User Software** means the software made available to each user for installation on a Device (as may be updated or replaced from time to time).

### 1. Provision of OMIS

1.1 Use of OMIS or installation of the User Software is deemed acceptance of these terms and conditions. If the Customer does not accept these terms and conditions, OMIS must not be accessed, and the User Software must not be downloaded, installed or otherwise used.

1.2 OMIS will comply in all material respects with the General Specification.

1.3 On PAYC, Orange only provides the User Software for OMIS and OMIS does not include any Data or voice airtime use.

1.4 On the Contract Service Plans, Orange provides the User Software for OMIS and an inclusive Data bundle.

### 2. Charges

2.1 By subscribing to OMIS and by downloading the User Software, the Customer acknowledges and accepts that it will be liable for the Charges.

2.2 The Customer acknowledges that Orange may vary the Charges for OMIS on not less than 30 days' notice, but if Orange does so vary the Charges the Customer will have the right to terminate its use of OMIS where detailed in the Existing Agreement.

### 3. User Software and downloading

3.1 User Licences are subject to the terms set out in Annex 1. Users will be required to agree to these terms before downloading and by downloading you agree to comply with these terms.

3.2 The Customer is responsible for ensuring that Users have correctly downloaded the User Software.

3.3 Orange may update or provide different User Software from time to time, provided such update or User Software does not materially reduce functionality or performance.

3.4 The Customer and Users must download any updated or new version of the User Software provided by Orange.

3.5 Where an OMIS Subscription is terminated, the relevant User Software will no longer be operable. User Software Licences may not be re-allotted to any third party.

3.6 Downloading email attachments may be Device and ISP dependent as detailed in the General Specification.

3.7 The Customer acknowledges that where a User Upgrades or changes their Device they will be required to re-download the User Software and re-integrate their OMIS ISP email account on their new Device to continue using OMIS.

### 4. ISPs

4.1 Orange confirms that OMIS will provide a User with access to their personal e-mail accounts with certain ISPs as detailed in the General Specification.

4.2 The Customer acknowledges that use of an ISPs e-mail account remains subject to the ISPs terms and conditions.

### 5. Liability

5.1 Orange will not be responsible for any faults, errors, interruptions, disruptions or any other problems in relation to OMIS that are caused either directly or indirectly by:

5.1.1 Users not correctly installing the User Software; or

5.1.2 Users failing to keep the User Software updated with any updates provided by Orange; or

5.1.3 any failure in the ISPs systems or internet sites which prevent access of an ISP e-mail account by the User from a Device via OMIS.

5.2 It is the Customer's and the Users' responsibility to make appropriate arrangement to back-up data.

### 6. Termination

6.1 The Customer's ability to terminate a Software User Licence is dependent on Service Plan:-

6.1.1 **For the PAYC Service Plan** – Customer may terminate any Software User Licence at any time without reason by calling Orange Customer Services subject to paying all Charges due to the date of termination. Provided that the Customer terminates a Software User Licence at least 10 days before the Customer's billing date, then the termination will take effect that month otherwise the change will take effect the following month. On a request to terminate, the Customer will be given the option of terminating OMIS immediately or continue to use OMIS until the end of the current month or TRY period. If the Customer terminates immediately, the Customer will be charged for a full month; no refund will be provided on a pro-rated basis.

6.1.2 **For Contract Service Plans** – Where a Software User Licence or OMIS is terminated the Customer must: (a) pay all Charges that have been incurred in respect of the User Software Licences being terminated until the date of termination; and (b) pay a lump sum determined by the following formula: the monthly charge multiplied by the number of months remaining in the Service Period for each Software User Licence as at the date of termination. The Customer acknowledges that this lump sum payment represents a genuine pre-estimate of the loss suffered by Orange due to early termination by the Customer having regard for the overall commercial deal agreed between the Parties and does not represent a penalty. The Customer will not be liable to pay the Charges outlined in (b) above where Orange terminates under Clause 6.4 below.

6.2 If the Customer terminates their voice contract with Orange, the Customer's access to OMIS will automatically terminate and the Customer will be charged in accordance with Clause 6.1.2 above for Contract Service Plans.

6.3 Orange reserves the right to terminate or withdraw OMIS (at any time and without liability to the Customer) on not less than 30 days' notice. If Orange so terminates, then the Customer will be liable for Charges to the date of termination but will not have any liability to pay any disconnection charges after the date of termination.

6.4 Orange may, without liability to the Customer, terminate a Software User Licence on not less than 30 days' notice.

### 7. Priority

7.1 These terms and conditions are incorporated into (and to the extent of any inconsistency prevail over) the Existing Agreement in respect of OMIS only. The Existing Agreements shall remain in full force and effect, save as supplemented by these terms and conditions in respect of OMIS.

### 8. Variation of these terms and conditions

8.1 These terms and conditions may be amended by Orange from time to time by publication on [www.orange.co.uk/business/OMIS](http://www.orange.co.uk/business/OMIS). Such variations are effective upon posting and by continuing to use OMIS, the Customer accepts such variation.

### 9. General

9.1 If any part of these terms and conditions is found to be illegal or unenforceable, this will not affect the validity or enforceability of the remainder of these terms.

9.2 Business is classified as a customer who can provide the following: (a) for limited companies, the company registration number and the VAT number; (b) for charities, the charity number; and (c) for all other businesses, a copy of a business chequebook, plus invoice on company headed paper or business utility bill.

9.3 References to Orange in these terms and conditions are to Orange Personal Communications Services Limited whose registered office is at St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol BS32 4QJ.

## **ANNEX 1: SEVEN Licence Terms**

### **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ATTEMPTING TO INSTALL OR USE THE SOFTWARE, CLICKING THE ACCEPTANCE BUTTON, SIGNING TANGIBLE COPY OF THIS LICENSE.**

This License Agreement (the "Agreement") grants licensee ("You"), an entity or person, a license to use certain components of the System SEVEN ("Software") and documentation as specified below. By clicking the acceptance button, signing tangible copy of this license, installing, copying or otherwise using the Software, You agree to be bound by the terms of this Agreement.

#### **1. LIMITED LICENSE.**

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#### **2. LIMITATIONS ON USE.**

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#### **3. TERMINATION.**

SEVEN may terminate Your Software license with or without cause at any time. Should You breach this Agreement, Your right to use the Service and the Software shall terminate immediately and without notice. You may also terminate this Agreement by simply discontinuing use of the Software. In the event of any termination of this Agreement, the restrictions on Your use of the Software as set forth in Paragraph 2 ("Limitations on Use") shall survive such termination, and You agree to be bound by those terms.

#### **4. RELEASE OF SYSTEM CONFIGURATION INFORMATION.**

You give SEVEN the right to obtain and record information pertaining to your system configuration (for example but not limited to your system's available memory, processing speed, RAM, type of operating system, type of mail server, client version) for use by SEVEN in support related issues. This information is for SEVEN's limited use on support matters only and will not be distributed or marketed to any third parties.

#### **5. NO WARRANTY.**

YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED SOFTWARE AND ANY SOFTWARE SECURITY FEATURES INCLUDED THEREIN ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. SEVEN EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SEVEN MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SOFTWARE WILL PROVIDE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE SERVICES; NOR DOES SEVEN MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE OR AS TO THE ACCURACY OR RELIABILITY OF ANY COMMUNICATIONS OR TRANSMISSIONS, OR THE ACCURACY OF ANY TRANSLATION OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE USE OF THE SOFTWARE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. SEVEN MAKES NO WARRANTY REGARDING ANY TRANSACTIONS ENTERED INTO USING THE SOFTWARE. SEVEN ASSUMES NO RESPONSIBILITY FOR THE DELETION OF OR FAILURE TO STORE MESSAGES OR DATA. SEVEN MAKES NO WARRANTY SAFEGUARDING YOUR PASSWORD(S) AND USER NAME(S) CREATED BY YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SEVEN OR THROUGH THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **6. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.**

IN NO EVENT SHALL SEVEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO USING THE SOFTWARE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA OR IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, COMPUTER FAILURE OR MALFUNCTION OR OTHER INTANGIBLE OR TANGIBLE LOSSES, EVEN IF SEVEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **7. NO OTHER OBLIGATIONS.**

This Agreement creates no obligations on the part of SEVEN other than as specifically set forth herein.

#### **8. INDEMNIFICATION.**

You agree to indemnify and hold SEVEN, its subsidiaries, affiliates, directors, officers and employees, harmless from any claim, demand or damage, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Software.

#### **9. PROPRIETARY RIGHTS.**

Title, ownership rights, and intellectual property rights in the Software shall remain in SEVEN and/or its customer. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with SEVEN's ownership of or rights with respect to the Software. The Software is protected by copyright and other intellectual property laws of the United States and by international treaties. Title and related rights in the content accessed through the Software is the property of the applicable content owner and is protected by applicable law. The license granted under this Agreement gives You no rights to such content. You agree that any copies of the Software will contain the same proprietary notices, which appear on and in the Software.

#### **10. U.S. GOVERNMENT RESTRICTED RIGHTS.**

The Licensed Software is considered to be "commercial computer software" pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Use, duplication or disclosure of the Licensed Software is subject to the restrictions set forth in DFAR Section 227.7202 for military agencies, and FAR Section 12.212 for civilian agencies, and in any successor regulations thereto.

#### **11. EXPORTATION.**

You agree that You will not use, ship, transfer, export or re-export the Software and/or documentation into any country in violation of any United States export law or governmental regulation.

#### **12. GENERAL TERMS.**

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or Your actual state or country of residence. Both You and SEVEN submit to personal jurisdiction in California. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. SEVEN's failure to act with respect to a breach by You or others does not waive SEVEN's right to act with respect to subsequent or similar breaches. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

**YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**