

SKIPROAMING MASTER RESELLER AGREEMENT

SKIPROAMING is a company that provides roaming products and services for consumers and corporation and the Reseller wishes to obtain those services from SKIPROAMING in accordance with the terms of this full Agreement and further defined hereafter.

1. Definitions and Interpretation

Unless context otherwise dictates, words in the singular include the plural and vice versa and words in one gender include any other opposite gender or otherwise redefined in attached addendums;

- 1.1** "The Act" - The Telecommunications Act of 1984 and any statutory amendment or modification thereof.
- 1.2** "Associated Person" - Any company (or directors or employees of same), partnership or individual with whom the reseller has currently, or has had in the past, a business or commercial relationship. This includes any company, partnership, or individual appointed by the dealer, at their discretion, who the dealer chooses to be involved in the marketing, promotion and sales of SKIPROAMING services.
- 1.3** "Services" - The roaming products and or other services, provided by SKIPROAMING, as displayed in the latest SKIPROAMING website.
- 1.4** "Commercial Information" - Any information, which may, in the normal course of business dealings be disclosed to the Reseller.
- 1.5** "Company" - SKIPROAMING Limited referred hereafter as "SKIPROAMING".
- 1.6** "Intellectual Property" - Any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in the Territory in respect of the service and applications for any of the foregoing;
- 1.7** "Resellers Portal" - Referred hereafter as "portal" allows SKIPROAMING to service all facilities to the reseller which in turn can control and facilitate all third party customers.
- 1.8** "Reseller" - A partner with their own billing facilities who buys services from SKIPROAMING to onward sell to their customers. We may also refer to a Reseller as a "Partner".
- 1.9** "Customer" - Deemed herein as the Resellers clients, End User and or 3rd party participants.
- 1.10** "End Users" - Deemed herein as the Resellers clients and or 3rd party participants that has the final use of the services.

2. Resellers Partner Program

Subject to the terms and conditions contained in this Agreement, on your acceptance by SKIPROAMING into the Resellers Program, SKIPROAMING shall authorise you to market and promote all the roaming products and any other services supplied by SKIPROAMING to Resellers and all future services that become available on acceptance of terms and conditions that may relate specifically to that service or facility as an attached addendum.

3. Services

SKIPROAMING determines the roaming products and any other services offered at any time to Resellers and or customers, at its sole discretion.

- (i) SKIPROAMING may need to change or alter the configuration of the Service under this Agreement in order to provide the Service to Reseller. SKIPROAMING shall use reasonable efforts to give at least 14 days prior written notice to Reseller of any such change or alteration where possible.
- (ii) SKIPROAMING will not indicate an association, affiliation or partnership with the Reseller unless otherwise agreed in writing with said Reseller.
- (iii) SKIPROAMING reserves the right to subcontract its obligations and/or duties set out in this Agreement.
- (iv) Reseller may resell a Service to Reseller's own End Users provided that the terms of re-sale do not conflict with the terms of this Agreement. In particular:
- (v) Reseller is not deemed a SKIPROAMING agent, representative or partner and may not indicate otherwise provided that Reseller shall be entitled to promote that it is a reseller of SKIPROAMING Services;
- (vi) Reseller may not refer to SKIPROAMING in its sales or marketing activity or literature except with the prior written consent of SKIPROAMING and or attached to this agreement as an addendum, such permission may be withheld and reserve the right to give a reason;
- (vii) SKIPROAMING is in no way liable to any Resellers customers to whom Reseller resells a Service; Reseller shall not use any information received from SKIPROAMING pursuant to this Agreement to approach or solicit any of SKIPROAMING's own customers.

4. Reseller

The Reseller will use his "best endeavours" to acquire new customers or new businesses and;

- 4.1** Resell the services provided in accordance with rules, regulations, policies and practises related to the services supplied.
- 4.2** Neither party has authority to enter into any contractual arrangements with third parties on behalf of the other party. The parties undertake that in relation to their dealings with each other and their dealings with End Users and/or potential End Users, they will not represent themselves as each other or misrepresent each other or misrepresent their relationship with each other, or misrepresent to End Users or potential End Users, the nature and/or effect of their contracts with End Users or any provision therein or assert that they have any authority to provide or promote any products or services on behalf of each other.
- 4.3** Reseller agrees to comply with the Data Protection Act 1998 and all other applicable data protection laws and regulations.
- 4.4** It is the responsibility of the Reseller to seek out all necessary licences and registrations required by the relevant and associated authorities and to comply with their codes of practice, terms and conditions and legal requirements within its respective industry, by agreeing to this agreement, signatories are confirming that they have done so.

5. Pricing & Payment

You must pay for any set-up charges in relation to the services requested and supplied herein and or are set out in the Resellers own Control Panel, or in turn serviced to you by email or post. After any initial payments have been made, thereafter, all payments are made strictly by the agreed method, facilitated and made available within your Control Panel or otherwise set out in an addendum herein, thereafter, on a monthly basis unless agreed in writing by a Director of SKIPROAMING to the contrary;

- 5.1** At any time during the term of this Agreement, SKIPROAMING may, upon giving Reseller 14 day's prior notice in writing or by electronic or such expeditious means as SKIPROAMING may from time to time decide, vary its Charges.

- 5.2** Charges for a Service shall accrue from the date above or the date on which Reseller or the End User commenced use of the Service.
- 5.3** SKIPROAMING reserves the right to charge daily interest from the due date on any outstanding amounts until payment is received in full rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 as current from time to time whether before or after judgment until the date actual payment is received together with all external costs reasonably and necessarily incurred SKIPROAMING in securing such payment and/or obtaining such judgment, as the case may be notwithstanding termination or suspension of the Agreement or any Service for whatever reason.
- 5.4** All charges are, unless agreed otherwise, exclusive of value added tax and any other applicable sales tax or duty which shall be payable by Reseller at the prevailing rate.
- 5.5** In respect to the roaming services SKIPROAMING reserves the right to carry out a credit check prior or after the Resellers acceptance of this agreement and request copies of two utility bills from the declared business address. Subsequent to any credit check SKIPROAMING reserves the right to request a deposit or 3rd party guarantee, to be specified at that time, from the Reseller as a condition of providing or continuing Service. Any deposit shall be held by SKIPROAMING for a period of twelve (12) months (or until the Agreement is otherwise terminated) when it shall be returned in full or credited against an invoice at SKIPROAMING's sole discretion. Any deposit does not relieve Reseller of the responsibility for the prompt payment of invoices in accordance with relevant Clauses contained herein.
- 5.6** SKIPROAMING reserve the right if undue excess activity on the resellers account is observed, to reduce the payment of invoices to weekly or a security deposit taken to the amount deemed necessary to cover, for a period of no more than 6 months or less if predetermined by SKIPROAMING in writing.
- 5.7** Payment Methods available are defined on the Resellers Control Panel, website and invoices, SKIPROAMING reserve the right to dictate the method of payment when it deems necessary. By entering any credit or debit details onto your Control Panel, you have agreed to allow SKIPROAMING to take the respective amounts invoiced on due date without requiring prior notice until the amount owed are cleared.
- 5.8** If the Reseller pays any Charges due to us: (i) by cheque or direct debit and the Customer's approved financial institution refuses to make payment; or (ii) in a currency other than pounds sterling; we will charge the Customer for any bank charges, approved financial institution fees and/or extra administration costs (which may include third party charges) that we incur as a result.
- 5.9** If the Reseller does not meet the payment due by date, SKIPROAMING reserve the right to: (i) suspend or terminate the Reseller's access to the Services relevant Control Panel; and/or (ii) charge the Reseller interest on the overdue amount(s) at the rate of 8% per annum above Bank of England base rate. Interest is calculated and accrues daily: and/or (iii) charge an administration fee to cover late payment costs.
- 5.10** If Reseller disputes any invoice, the Reseller must notify us in writing of the dispute and providing us with sufficient detail to investigate the matter and determine whether the Reseller's dispute is genuine and reasonable, prior to the due date for the invoice. If we determine (at our sole discretion): (a) that the Resellers dispute is not genuine or reasonable, the Reseller must pay the invoice in full, plus any interest charged on the full invoiced sum in accordance with clause 6.9 above; or (b) that the Resellers dispute is genuine and reasonable, the Reseller must pay the undisputed part of the invoice and we will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes SKIPROAMING amount due, the Reseller must pay all sums owed to us within 7 calendar days of resolution of the dispute, SKIPROAMING reserve the right to charge interest in accordance with clause 5.9 above from the date payment of the disputed invoice was due; or (ii) such that we owe the Customer money, we will (at our sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the dispute any amount overpaid by the Reseller. Each Party will responsible for their own costs.

6. Trade Marks

- 6.1** Nothing in this Agreement shall be construed to grant to you any license or any other proprietary or contractual right or interest in or to the Reseller Site or to any proprietary information contained on the Reseller Panel if the Reseller Site is designed or provided by SKIPROAMING. SKIPROAMING shall retain all right, title and interest (including copyright and other proprietary and intellectual property rights) in the Reseller Site, including all legally protected elements and derivative works thereto. To the extent that ownership of such property does not automatically vest in SKIPROAMING by virtue of this Agreement or otherwise, you hereby agree to assign to SKIPROAMING all rights, title and interest in and to such property for the duration of this agreement. Notwithstanding the foregoing, you shall continue to own all right, title and interest in and to any trade or service marks or other information provided by you to SKIPROAMING for incorporation into the Reseller Site.
- 6.2** It is agreed and acknowledged by the parties that all communication media and systems associated with the website www.SKIPROAMING.co.uk, the Control Panel and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Reseller shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.
- 6.3** Unless otherwise specified, we are the owner or licensee of all intellectual property rights within the SKIPROAMING Website and Control Panels along with all subsidiaries and associated companies to SKIPROAMING Computing Services Limited, and in the material published within it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.4** Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the Sites / panels determined in clause 7 have asserted their moral right pursuant to Section 77 of the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

7. Reseller Marketing Materials

Resellers are not permitted to copy SKIPROAMING marketing materials and must promote our products ethically under their own brand contained and in accordance with clause 3, unless otherwise stated in an addendum attached hereto.

8. Resellers Representations

8.1 You hereby represent and warrant to SKIPROAMING that:

- (i) If an individual, you are at least 18 years of age
- (ii) You have full power and authority to execute and deliver this Agreement and Addendums and to perform its obligations hereunder
- (iii) This Agreement constitutes your legal, valid and binding obligations; and
- (iv) All information that you have provided, and may from time to time provide, to SKIPROAMING are, unless you deliver written notice to SKIPROAMING to the contrary, shall continue to be, true and complete. Any falsifying of information within this agreement will be your sole responsibility under law.

8.2 Resellers Covenants

You hereby agree that you or any associated person shall at no time,

- (i) Purport to the public to be associated with British Telecom or any other Telecommunications company or Service provider related to any services provided by SKIPROAMING in an attempt to gain trust of new customers, whether as an individual or by any member of staff, affiliated or associated with you or your company, when this is not so; And without the prior express written consent of SKIPROAMING;

- (ii) Use any trade or service mark of SKIPROAMING other than as contained in the Reseller Panel;
- (iii) Interfere (or attempt to interfere) with any relationship between SKIPROAMING and any of their existing customers;
- (iv) Make to any person any representation or warranty regarding SKIPROAMING or any product or service offered by SKIPROAMING (other than as contained in the Reseller Site and or Control Panel).

8.3 The Reseller agrees to abide to all laws and regulations applicable to the services provided by it. The Reseller shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by it, or under its direction or on its behalf.

8.4 The Reseller acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement and related addendums. Therefore the Reseller shall comply with all relevant rules and regulations, regarding treatment, use and exploitation of private personal data and other personal information of the potential End User. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to "opt out" completely of the Resellers database along with the manner in which they can request this.

8.5 The Reseller must not invite the Resellers Customer to call back on a premium rate number. It is the Resellers full responsibility if the Reseller service breaks any appropriate regulatory bodies rules, regulations or guidelines.

8.6 The Reseller hereby agrees to indemnify and hold SKIPROAMING, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Resellers services, use of the services, connection to the Services, breach of this Agreement and or the Resellers violation of any rights of any other Person or Persons.

9. Security

9.1 We will issue you with a username and password for accessing SKIPROAMING's Reseller Control Panel, herein, also known and referred as "Portal" in this agreement and attached addendums. These are essential for your secure use of the Portal and service, so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions. To ensure that the service remains secure, you must not change or attempt to change a username. If we think there is likely to be a breach of security or misuse of the service we may change your password and then we will notify you that we have done this; and / or suspend username and password access to the Control Panel Interface. If you think that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, it is your responsibility to inform us immediately.

9.2 All calls to SKIPROAMING offices are monitored for training and security purposes and may be used if required in disputes and or if requested by legal or regulatory authorities.

9.3 If any of the information you give to us when you sign up for the SKIPROAMING Resellers partner program changes, including any changes to your payment details, you must inform us immediately and or update your Control Panel accordingly.

10. Authorisation and Authentication

10.1 The Company when required will issue a username and password to the Reseller and or End User via email if not already issued for another service. This login information will serve as identification of the Customer and all services attached to and within its Control Panel to the Company, when accessing the Company's services, either via its web site or through its programming interfaces. The Company will perform no further authentication of the resellers or End Users identity.

10.2 The Reseller agrees that all web site activities and programmatic actions which can be traced to its username and password are deemed as having been performed by the Reseller itself and are legally binding on it.

10.3 The Reseller is responsible for careful use and storage of the usernames and passwords issued by SKIPROAMING and must comply with the Data Protection Act 1998 (C29) at all times. The Reseller acknowledges that SKIPROAMING recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Reseller agrees to immediately notify SKIPROAMING in order to suspend the resellers account and or take other appropriate measures with the End Users account if required. The Company shall not be held liable for losses or other consequences arising out of such misuse.

11. Operational contingencies

SKIPROAMING may need to temporarily suspend a service for operational reasons (e.g. for repairs, planned maintenance or upgrades), SKIPROAMING will give you as much notice as deemed possible but not obligated to do so. SKIPROAMING will make every attempt to restore the service as soon as possible after any suspension. SKIPROAMING reserve the right to alter code or access numbers or technical specification associated with the service deemed necessary for operational reasons. The technical specification will only be changed where this will not materially affect the performance of the service.

12. Risks

The Reseller acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Reseller agrees to accept full responsibility arising from such risks and the consequences of the SKIPROAMING reseller products and related services herein and contravening clause 5 within the agreement.

13. Faults

SKIPROAMING will make every effort to provide you with the best possible service, we cannot guarantee that the service will never be at fault. SKIPROAMING will make every effort to correct all reported faults as soon as we reasonably can, affording any notice period where possible and complying with the clauses contained herein.

14. Independent Contractors

The Reseller, SKIPROAMING and their respective employees, agents and associated persons are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party unless pre-determined within clause 5 and or attached addendums.

15. No Assignment

You may not assign (by operation of law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the written consent of SKIPROAMING.

16. Confidentiality

- (i) "Confidential Information" means non-public commercial information that either party discloses, or has disclosed, to the other which is designated as being confidential or proprietary or which is of a nature or presented under circumstances that would cause one to reasonably conclude it should be treated as confidential other than exceptions contained in clause 26.
- (ii) "Confidential Information" includes, without limitation, technical information relating to either party's inventions, products and services, intellectual property, research, testing results, released or unreleased products or services, marketing or promotional material of any products or service, contracts, purchase plans, pricing plans, trade

supplier details and other commercial contacts, product and service sourcing details, business plans, policies and practices, and any similar information.

- (iii) "Confidential Materials" means all tangible materials containing Confidential Information including, without limitation, written or printed documents and computer storage media, whether machine or user readable. Each party expressly acknowledges that the Confidential Information of the other party consists of trade secrets and proprietary information which has significant commercial value and affords the opportunity for significant commercial income, which would be lost if such information were to be disclosed to unauthorized parties. Accordingly, both parties agree not to disclose any Confidential Information of the other party to any unauthorized third party, including all associated persons, except to the extent necessary to carry out the purposes of this Agreement, and provided that all such recipients are obligated by a written agreement of confidentiality the same as that described herein.
- (iv) Each party will take such steps as may be reasonable in the circumstances, or as may be reasonably requested by the other party to prevent any unauthorized disclosure, copying or use of the Confidential Information by such third parties. Each party may also disclose Confidential Information to the extent required by judicial or governmental order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public, provided that the party making the disclosure gives the other party reasonable notice prior to such disclosure and, in the case of a judicial or governmental order, complies with any applicable protective order or equivalent.
- (v) Each party will promptly return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials at the other party's request. Each party acknowledges that monetary damages may not be a sufficient remedy for the unauthorized disclosure of the Confidential information of the other party, and should such disclosure occur the other party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

17. Addendums

Any addendums attached to this agreement in relation to updates, amendments and or extra services provided by SKIPROAMING are part of and obligated by the terms within this agreement.

18. Third Party Rights

A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

19. Terms of Service

SKIPROAMING will do its utmost to support and assist the Reseller and or signatory of said agreement, in every way possible to the best of our endeavours, to continue with our redevelopment program and to conform to our terms of service as found on our web site (<http://www.skiproaming.com>)

20. Limitation of Liability

Under no circumstances shall SKIPROAMING be liable to you for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether SKIPROAMING is advised of the possibility of any such damages.

21. Governing Law

This Agreement shall be governed by and construed under the laws of the England and Wales only.

22. Notices

Any notice to be served by SKIPROAMING on the Reseller shall be deemed to have been duly served if sent by e-mail or first class post to the Reseller at his last known address. Any notice served by first class post shall be deemed to have been served three days after posting and any notice served by e-mail shall be deemed served 24 hours after sending. Any notice to be served on SKIPROAMING should be served by sending said notice by post to the Company's registered address. Any notice served shall only be deemed served once the Reseller has received an acknowledgement from SKIPROAMING of receipt. Proof of acknowledgement of receipt of such notice by SKIPROAMING will only be deemed valid if produced in writing.

23. Termination

Either the Reseller or SKIPROAMING may terminate this Agreement at any time, by giving 28 days' notice thereof (via electronic mail or other means) to the other party. Upon termination of this Agreement, the provisions of Sections 8 through 16 shall survive such termination, and;

- 23.1** Without prejudice to any other rights SKIPROAMING may terminate the Agreement immediately and or suspend all or part of the services until further notice, if the Partner misrepresents the Products or, at their sole discretion damages SKIPROAMING's reputation or relationship with existing or potential future customers, or brings the company name into disrepute.
- 23.2** Without prejudice to any other rights the Reseller may terminate the Agreement by giving the aforementioned notice period if SKIPROAMING are unable to supply the services associated with this agreement and its addendums and promoted through the SKIPROAMING website. Any refunds offered are only in relation to the Control Panel monthly subscription.
- 23.3** Without prejudice to any other rights SKIPROAMING may terminate the Agreement immediately after non-payment of invoices and or no communication after a period of 28 days. SKIPROAMING reserves the right to block access to the resellers' panel and take control of said panel. To then notify all the resellers' customers of the situation. SKIPROAMING will then take responsibility of said customers in assisting them in their requirements. SKIPROAMING will not take responsibility of any billing issues they may have with the Reseller. The reseller will be liable to all invoices incurred up to the termination/migration of customers and the agreed date of termination of this agreement.
- 23.4** SKIPROAMING becomes aware that the Reseller or Customer(s) / End Users is using or is likely to use the Services in any way which may be interpreted as illegal, immoral or otherwise disreputable, or likely to expose SKIPROAMING to unacceptable risks legally or otherwise.
- 23.5** Any termination shall not relieve Reseller of its obligation to pay any charges and or 3rd party services supplied by SKIPROAMING at the request of the reseller and incurred hereunder. The Parties' rights and obligations which by their nature would extend beyond the termination, or expiration of this Agreement shall survive such termination, or expiration. For the avoidance of doubt, termination of a Service does not affect the provision of any other Service provided pursuant to this Agreement.
- 23.6** Either party may terminate immediately if the other party breaches the confidentiality obligations under Clause 19 unless otherwise determined within clause 26. Upon termination, The Partner will:
- (i) return all Confidential Information to SKIPROAMING if requested;
 - (ii) Immediately discontinue any previously authorized marketing
 - (iii) Cease all conduct which might cause anyone to believe that the Partner is still a Partner or is otherwise connected with SKIPROAMING, and the provision of SKIPROAMING Services.

24. Termination Procedure

- 24.1** Upon both parties agreeing and confirming the date of termination of this Agreement, it is the responsibility of the Reseller to inform all his or her clients of the termination of their company services and the account hand over to SKIPROAMING, by recorded letter and electronic mail, copying said letter and electronic mail to SKIPROAMING for each of the reseller's clients. In the same instance, a letter or electronic mail, confirming the communiqués have been sent to all clients and the permission is granted for SKIPROAMING to communicate directly with the clients thereafter. It is the responsibility of the Reseller to make clear to each client of the full migration of their respective accounts to SKIPROAMING, to include billing after said termination date.
- 24.2** From agreed date of termination, SKIPROAMING agrees to take over clients/customers of Reseller and no more charges will be levied after said date. Without prejudice to any other rights SKIPROAMING, reserve the right to migrate the aforementioned clients to another provider, if it sees fit.

25. Dispute Resolution

SKIPROAMING will make every effort resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the Reseller, the reseller has right to seek arbitration for the dispute to be resolved. Details of our complaint and dispute resolution procedures are set out in our Code of Practice.

26. Enforceability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its own terms.

27. Force Majeure

Neither party shall be liable to the other for any default under this Agreement where such default was caused by any unforeseen event beyond the reasonable control of the defaulting party. Such events include, by way of example only: the result of any Act of God; war, insurrection or civil disorder; failure or shortage of power supplies; national or local emergency; acts or omissions of government; industrial disputes of any kind; the acts or omissions of other companies.

28. Intellectual Property Rights

All Intellectual Property Rights in the Services shall be owned by SKIPROAMING or SKIPROAMING's related companies save to the extent that any of the same contain Intellectual Property Rights owned by third parties.

- 28.1** SKIPROAMING grants to the Reseller a non-exclusive, royalty free, licence to use and to sub-licence to the Reseller's Users SKIPROAMING's Intellectual Property Rights in the Services, strictly for the purpose of receiving the Services in accordance with the provisions of this Agreement. SKIPROAMING shall indemnify the Reseller against all losses, damages and costs arising from any claim that the Reseller's use of the Service (including the use the Reseller's Users and the Additional Users make of the Service through the Reseller) infringes any Intellectual Property Rights of any third party provided always that if such a claim is made then:
- 28.2** the Reseller shall notify SKIPROAMING of the existence of that claim as soon as is reasonably practicable in the circumstances;
- 28.3** the Reseller shall give the SKIPROAMING all reasonable assistance at the SKIPROAMING's own cost in connection with that claim; and
- 28.4** SKIPROAMING shall, at its own cost, have sole control of the defence of that claim and all related settlement negotiations.

29. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement. We reserve the right to alter these Terms & Conditions and our Acceptable User Policy without consent or agreement from our customers.

Agreement to our Terms and Conditions

By signing up to SKIPROAMING's services and using our products you are intending to be legally bound. You agree to the terms within this agreement.

1) **IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below:

ACCEPTED AND AGREED
for and on behalf of
SKIPROAMING LTD

BY:

AUTHORISED PERSON

NAME:

ACCEPTED AND AGREED
for and on behalf of
XXX XXXXXX Limited

BY:
