

Signal Booster (Nextivity) Terms and Conditions



1. In these terms and conditions:
 - a. "you" or "your" refers to the Customer; and
 - b. "EE" refers to EE Limited, registration number 02382161, registered office at Trident Place, Mosquito Way, Hatfield, Hertfordshire AL10 9BW, trading as EE (or any organisation that may succeed it as the assignee of these Terms and Conditions).
2. The Signal Booster Cel-Fi mobile-signal boosting solution (the "Equipment") is provided in accordance with the Customer's Agreement with with EE. Provision of the Equipment is also subject to the additional terms and conditions below and to the description for the specific piece of Equipment. The definitions set out in the Customer's Agreement will also apply to these terms and conditions except where amended as set out below.
3. EE grants you a licence to use the Equipment to access EE's 4G electronic communications network in accordance with these terms and conditions, and only at the Location (as defined in Clause 3 below).
4. EE (or its authorised supplier) will ship the Equipment to the address specified by you in your order form (the "Location") within 30 days of receipt of your order by EE (subject to stock limitations).
5. Risk in the Equipment will pass to you upon delivery to your Location. By acceptance of the delivery, you assume full liability and financial responsibility for use of the Equipment.
6. The Equipment is only compatible with EE's networks and cannot be used with other telecommunications networks.
7. You must take all reasonable steps to protect the Equipment and must not cause or allow to be caused any damage to the Equipment by any wilful act, neglect or default and must not be involved in or knowingly, recklessly, or negligently permit any other party to be involved in any fraudulent or other unauthorised use or attempted use of the Equipment or the reverse engineering, decompiling or modification of the software utilised by the Equipment and shall notify EE immediately on becoming aware of or suspecting such activity.
8. Advertised specifications represent the Equipment's performance in a controlled environment. The performance of the Equipment may be affected by localised conditions and other factors. As such, EE is unable to warrant that your experience of the Equipment's performance will necessarily match advertised specifications, and in certain circumstances, the Equipment may not improve your quality of service at all.
9. The Equipment has a limited range and capacity and EE cannot guarantee that it will improve the quality of the service enjoyed from the EE network throughout your entire premises or to all end users.
10. Subject to clause 7 above, EE warrants that the Equipment is free from defects for a period of 24 months from the date of first delivery to the Location. Where the Equipment is diagnosed as faulty by EE, you must return the Equipment to the manufacturer who will (at their sole discretion) either repair or replace it. Any repaired or replacement Equipment will benefit from the remainder of any outstanding warranty period. If you tamper with, attempt to repair, or use the Equipment other than in accordance with the manufacturer's instructions, the warranty will be void and you will need to purchase new Equipment.
11. EE has a public wireless network licence under which it is authorised to establish, install and use radio equipment, including the Equipment (the "Licence"). It has authorised you in every day terminology to "use" such equipment. As a legal matter you will not be using the Equipment as it will always be under EE's ultimate control. Under the Licence EE is required to ensure that all equipment is operated in accordance with the Licence and that all end users are aware of, and comply with, the relevant terms of the Licence.

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12. The relevant terms of the Licence you and your end users need to be aware of are set out in this clause 11. You acknowledge and agree (and shall procure that your end users acknowledge and agree) that:
 - a. Ofcom, the communications regulator, has a right to gain access to the Equipment and to ensure it is being used in accordance with the Licence.
 - b. Ofcom can require the Equipment to be modified or temporarily or permanently stop its use if there is a breach of the Licence by EE or the Equipment or other equipment being operated under the Licence is causing or contributing to undue interference with other radio equipment. Ofcom can also do this in time of national or local states of emergency.
13. On written notice, EE may require you to return the Equipment to EE, at your cost, at any time where EE considers this necessary (at EE's sole discretion) for compliance with its obligations under the Licence. If EE requests return of the Equipment in such circumstances, the price of the Equipment will not be reimbursed. Provided your contract with EE has not terminated or expired, EE shall use reasonable endeavours to return the Equipment to you if and when EE is satisfied that its concerns with the Equipment and its use have been addressed. This clause 12 will survive termination of these terms and conditions for any reason.
14. It may not be possible to make emergency calls on mobiles if the Equipment is not turned on or if there is some other disruption such as a power outage. If an emergency call is made through the Equipment, the emergency services may use your premises in order to identify where the call was made from.
15. Except as required by law, EE's liability with respect to the Equipment will at all times be limited to the cost of the Equipment. You indemnify EE against all liability arising out of any breach by you or your end users of these terms and conditions or out of your or your end users use (or misuse) of the Equipment.
16. You hereby indemnify EE against all liability arising out of your or your end users' breach of these terms or your or your end users use or operation of the Equipment.
17. These terms and conditions and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction to the Courts of England.