

CLEARCALL 2000 LTD - GENERAL TERMS AND CONDITIONS

1. What the Service is

The Service we CLEARCALL 2000 Ltd (Clearcall) supply to you (our Customer) Network Services i.e. Exchange Lines and Calls, Hosted and Broadband Services. The Service does not include any phones or other equipment that we may supply to you under a separate agreement. In providing the Service, we promise to use the reasonable skill and care of a competent telecommunications service provider.

2. Things we may have to do

2.1 We may have to do some things that could affect the Service. These things are listed in paragraph 2.2. If we have to interrupt the Service we will restore it as quickly as we can.

2.2 Occasionally we may have to:

- change the code or phone number or the technical specification of the Service for operational reasons;
- interrupt the Service for operational reasons or because of an emergency;
- Give you instructions that we believe are necessary for health or safety or for the quality of the Service that we supply to you or to our other customers.

3. Phone number

3.1 You have no right to sell or to agree to transfer the number provided to you for use with the Service and you must not try to do so.

4. The Phone Book and Directory Enquiries

4.1 We will put your name, address and the phone number for the Service in The Phone Book for your area and make your phone number available to the directory enquiries service as soon as we can. However, we will not do so if you ask us not to.

4.2 If you want a special entry in The Phone Book you must let us know. Where we agree to a special entry you must pay an extra charge and sign a separate agreement for that entry.

5. Call Monitoring

We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing. We do this for training purposes and to improve the quality and accuracy of our customer services, including complaint handling.

6. Use of your information

6.1 We may use the information we have about you and your use of the Service for marketing purposes. However, we will not do so if you ask us not to.

6.2 We must ensure that you are not currently in a contract period with your existing supplier; Clearcall will not be held responsible for any cancellation fees payable to your previous supplier. Or, if you are still connected to any other service provider, for call slippage or programming or re-programming of any telephone system.

6.3 For your information we process your billing data and information about your use of Clearcall's service (this includes information about your bill size, the numbers you call and the times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. WE DO NOT DISCLOSE THIS INFORMATION TO ANYONE ELSE. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us.

7. When we will provide the Service

We aim to provide you with the Service by the date we agree with you unless we fail for a reason covered by paragraph 12.

8. Repairing faults

8.1 We cannot guarantee that the Service will never be faulty but will always use our best endeavours to ensure that service is resumed as quickly as possible.

8.2 We will work on any fault that is reported to us according to the repair service we have agreed to provide to you during office hours i.e. 9.00am to 5.00pm Monday thru Friday (excluding Public Holidays).

8.3 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us any extra charges that we incur.

8.4 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for the cost of any work we have done to try to find the fault or to repair it.

What you agree to do

9. Paying our charges for the Service

9.1 Charges

(a) You must pay the charges for the Service by Direct Debit unless otherwise agreed as set out in our Price List. This applies whether you use the Service or someone else does. We can change the charges as explained in paragraph 14.

9.2 Rental

You must pay us rental from the day we supply the Service. We will usually ask you to pay the rental in advance. The rental will depend on how we classify your service. The classifications are explained in our Price List. If we supply you with temporary Service,

You may have to pay the rental in advance for the whole period that you want the Service.

9.3 Calculating the Call charges

We will calculate the charges for Calls using the details recorded by Clearcall's telephone billing system.

9.4 Bills

We will send you your first bill shortly after we provide the Service. We will send you further bills every month, but we may send you a bill at any time. We will include all charges on your next bill where possible, and in any event as soon as we can. We will send bills to the address you ask us to.

9.5 Payments in advance, deposits and Call Levels

(a) We may ask you for a payment before one is normally due. This will not be more than the connection charge and rental for the minimum period, except in circumstances where we send you a bill because you have exceeded your Call Level.

(b) We may ask for a deposit at any time, as security for payment of your bills if we think it is reasonable for us to do so.

(c) We may decide a Call Level is no longer necessary. We will inform you of this.

9.6 When you must pay

You must pay all charges and rental (including charges for any trial period or promotion offer) by Direct Debit as soon as these become due, which will normally be 14 days from date of invoice. If you cancel your Direct Debit for any reason, or you pay your bill by any method other than Direct Debit, you are liable to pay a surcharge (currently £10.00) on each monthly invoice until the Direct Debit agreement is re-instated by you. Deposits are payable upon request. If we have not received payment of your bill by the due date, we may disconnect your telephone service. If this is necessary the following conditions may apply:

(a) Normal monthly rental will continue to be charged during any period of disconnection.

(b) You will be charged a fee for reconnection to our services, subject to VAT.

(c) If Outgoing Call Barring is placed on your line because we have not received payment by the due date, a payment will be required in advance before Outgoing Call Barring is removed.

9.7 Offset

We reserve the right to offset any amount owed to you until payment has been received in full for our charges.

10. Your other responsibilities

10.1 Connecting and using your equipment with our network

(a) You may only connect phones, extension wiring, sockets or other equipment to our network using a main telephone socket, unless we agree otherwise. We may end any such agreement after giving you reasonable notice.

(b) Equipment must only be used with our network in a way that meets the relevant standards and your licence. If your equipment does not meet those standards or your licence, you must immediately disconnect it, or allow us to do so at your expense. If you ask us to test your equipment to make sure that it meets those standards or your licence you will be charged for the cost of doing this.

10.2 Supplying a place and electricity for our equipment

We may have to place equipment on your premises to provide you with the Service. For residential customers this will normally be just a main telephone socket. You must provide a suitable place and conditions for our equipment. If we have to supply equipment that needs a continuous mains electricity supply and connection points, you must provide them where we need them at your own expense.

10.3 Preparing your premises

You must prepare your premises before we arrive according to any instructions that we give you. For the avoidance of doubt, when our work is completed you will also be responsible for putting items back and for any necessary re-decorating.

10.4 Entry to your premises

(a) If our engineers have to enter your premises you must let them do so as long as they show their Identity Card. We will meet your reasonable requirements about the safety of people on your premises and you must do the same for us.

(b) If we need someone else's permission to cross or put our equipment on their premises, you must get that agreement for us and make any necessary arrangements.

10.5 Damage

Nobody must tamper with our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you must pay for any necessary repair or replacement.

10.6 Misuse of the Service

Nobody must use the Service:

(a) To make offensive, indecent, menacing, nuisance or hoax calls;

(b) Happens or in connection with a criminal offence and you must make sure that this does not happen. The action we can take if this is explained in paragraph 13.4. If a claim is made against us because the Service is misused in this way, you must reimburse us in respect of any sums we are obliged to pay or any costs that we incur.

10.7 Indemnity

If you use the Service for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them.

10.8 You must ensure that you are not currently in a contract period with your existing supplier; Clearcall 2000 Ltd will not be held responsible for any cancellation fees payable to your previous supplier. Or, if you are still connected to any other service provider, for call slippage or programming or re-programming of any telephone system.

11. Warranties and limitations of liability

11.1 Nothing in this agreement shall exclude or restrict the liability of Clearcall 2000 Ltd for death or personal injury relating from the negligence of Clearcall 2000 Ltd or its employees while acting in the course of their employment.

11.2 Clearcall 2000 Ltd shall not be liable to the customer in connection for any loss of revenue, goodwill, anticipated savings or profit or of any indirect consequential loss however arising even if such a loss is reasonably foreseeable or Clearcall 2000 Ltd has been advised of the possibility of the customer incurring the same.

11.3 Clearcall 2000 Ltd shall not be liable to the customer in connection to any alarm line failures or any consequential loss arising as a direct or indirect result of alarm line failure.

11.4 Clearcall 2000 Ltd shall not be liable to the customer in connection to any call charges or other charges resulting from fraudulent use of the Equipment or Services by the Customer or any third parties and the Customer agrees to pay all additional charges related to such fraud. Customers are therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent use have been taken.

11.5 Clearcall 2000 Ltd shall not be liable for any failure however arising in porting non geographic telephone numbers or any other numbers from one supplier to another

11.6 Clearcall 2000 Ltd shall not be liable for higher charge rates applied due to slippage of calls however arising to non-preferred carriers

11.7 Clearcall 2000 Ltd shall not be liable for faults arising due to any failure of the customer's data network however arising if connected to the service

12. Matters beyond our reasonable control

If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, line failure, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority (including British Telecommunications PLC or any of its successors, any action by any network provider or industrial disputes of any kind, (including those involving our employees), any porting failures, we will not be liable for this.

13. If you break this agreement

13.1 We can suspend the Service or end the agreement (or both) at any time without telling you if:

(a) you break this agreement or any other agreement you have with us for telephone, telex or other services and fail to remedy the breach within a reasonable time of being asked to do so;

(b) We believe that the Service is being used in a way forbidden by paragraph 10.6. This applies even if you do not know that the Calls are being made or the Service is being used in such a way;

(c) Bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a Court on time or you make an arrangement with your creditors or a receiver or administrator is appointed over any of your assets, or you go into liquidation. If you have a limited payment history for the Service (less than 3 bills received and paid in full) we may also restrict your ability to make outgoing calls pending payment of charges accrued on our billing system.

13.2 If you miss a payment, we will not suspend the Service or end the agreement until 7 days after the payment was due. However, if we suspend the Service and you miss another payment during the 12 months after we provide the Service again, we may then suspend the Service or end the agreement (or both) 7 days after the payment was due.

13.3 If we suspend the Service, we will not provide it again until you do what you have agreed, or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 10.6.

13.4 If we suspend the Service because you break this agreement, the agreement will still continue. You must pay us rental until we end the agreement by giving notice under paragraph 13.1 or you or we end the agreement by giving notice under paragraph 16.1.

Changing, Transferring and Ending the Agreement

If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

14. Conditions

We can change the conditions of this agreement including our charges at any time. We will inform you with your next bill if there has been or will be a material change to our liability.

15. General

You may not assign or transfer this Agreement or any part of this Agreement without our prior written consent. We shall have the right to assign, sub-contract or otherwise deal with all or any of our rights and obligations under this agreement to any party, but will only do so after giving notice of our intention to do so. This agreement is governed by and subject to the law of England and the exclusive jurisdiction of the English courts and supersedes all understanding, representations, and prior agreements between you and us. This agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party. Neither party shall be liable to the other for any failure to carry out its obligations under this agreement due to matters beyond its reasonable control as covered in paragraph 12

16. Ending the agreement

16.1 This Agreement or the supply of the Service will commence on the Connection Date and continue for the Minimum Term as set out in the Order Form (or 12 months if no duration specified).

16.1.1 The Customer may terminate the Contract by giving no less than 3 months' notice in writing to the Company, such notice to become effective no earlier than the day after the last day of the Minimum Term. If the required notice is not given after the minimum term then you will be liable for 3 months charge based on the previous quarter's charges.

16.1.2 We may terminate the Contract by giving 1 months' notice, in writing, at any time.

16.2 If you give us notice that ends during the Contract Period and you have participated in a free or reduced rate ISDN Install or other promotions or offers giving discounts, you are liable to repay the full costs of that install in accordance with the pre-offer price list or conditions attached to that promotion or offer.

16.3 If you have paid any rental for a period after the end of the agreement, we will either repay it or put it towards any money you owe us.

16.4 You must pay all charges for the Service until the date on which we stop providing the Service to you.

16.5 We can end this agreement at any time without telling you if paragraph 13.1 applies.

16.6 Committed Call Spends

If you are contracted to a minimum call spend and at the end of the year you have not met the spend, then you will be liable to pay 20% of the difference between what has been spent and what should have been spent under the agreement. This also applies should you terminate your contract with us before the end of the contract period.

16.7 General Call Spends

If the required notice is not given to end the agreement then you will be liable to pay for the network service charges until the end of the agreement. This will be based on the average monthly charge (determined from the average months charge of the previous quarter or if only recently started the last full month) and calculated until the end of the agreement.

17. How to give notice

Any notice given under this agreement must be delivered by hand, facsimile or sent by email or prepaid post as follows:

(a) To us at the address shown on the Welcome to Clearcall letter or on your last bill.

(b) To you at the address you have asked us to send bills to.

18. Other documents

18.1 These conditions, the documents referred to in them, the Customer Service Agreement and the Welcome to Clearcall letter set out the whole agreement between you and us for the Service.

18.2 Our Price List contains explanations, definitions, notes and conditions which form part of this agreement. Our price lists are available upon request.

19. Third Party Rights

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

20. Explanations of certain words

"Call" means a signal, message or communication which is silent, spoken or visual on each line that we agree to provide to you under this agreement.

"Call Level" means the sum of money; you agree with us, you expect to spend on Call Charges during the period covered by your bills.

"Connection Date" means the date when the Carrier having received the relevant information from the Company is in a position to and has agreed to commence provision of the Network Services to the Customer.

"Contracted Period" means the term agreed for the Service or the period set out in our Price List.

"Failure of the Service" means the continuous total loss of the ability to make or to receive Calls or the continuous total loss of a related service.

"Main telephone socket" means the point where your equipment is connected to our network which is called the Network Termination Point in your licence.

"Minimum Term" means the minimum contract period applying to each of the Services commencing on the Connection Date and expiring on the day at the end of the minimum period set out in the Order Form.

"Order Form" means the order form overleaf which sets out the details of the order, including (without limitation) the Customer's details and the Services to be supplied under the Contract, and constitutes the Customer's order.

"Our network" means any Clearcall provided telecommunications network.

"Price List" means the price list published from time to time on our website or alternatively available from us upon written request.

"Service" means all or part of the Service explained in paragraph 1 and any related services listed in our Price List that we agree to provide to you under this agreement.

"Your equipment" means equipment that is not part of our network and which you use or intend to use with the Service.

"Your line" means a connection to our network.

"Your premises" means the place where the Service is or will be provided.

"we" and "us" means Clearcall 2000 Ltd "Clearcall"

"Working day" means Monday to Friday not including Public Holidays.

"You" means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

CLEARCALL 2000 LTD - HOSTED SERVICES V12

In conjunction with Clearcall 2000 Ltd General Terms and Conditions

1. SERVICE DESCRIPTION

1.1 The Service is a hosted voice over internet protocol (VoIP) service providing voice and on-net video, and collaboration facilities. The Service enables the Customer to use the Customer Network to access and utilise the features and functions delivered by the Service. Users are able to make and receive Calls to other Users as well as access the public switched telephone, mobile and international networks.

The ability to make 999/112 emergency calls is dependent on the adequacy and resilience of the LAN and WAN networks.

Optional licences

The following optional licences are available for additional functionality:

User Feature Packs

The Customer will choose from one of the following User Feature Packs:

- CC Functional (or Basic) user
- CC Fixed (or Advanced) User
- CC Mobile user

Each User will be assigned a User Feature Pack Licence.

Optional licences

The following optional licences are available for additional functionality:

- User Add-on licences; and
- Site Add-on licences.

The optional licences are subject to additional charges as set out in CC's Price List available on request.

1.2 Details of the Service are available on request.

1.3 The Service options selected by the Customer will be set out in the order or, for changes made after the initial order, as agreed by the parties.

Service Start Date

1.4 The Service Start Date will be the date CC advises the Customer the Service has been activated.

Minimum Period

1.5 The Minimum Period is specified in the order or, for User Feature Pack Licences added after the initial order, as agreed during the ordering process for the additional licences.

Numbers

1.6 CC will allocate a new number(s) or port existing numbers (subject to porting availability) for use with the Service as set out in the order.

IP Phones

1.7 The Customer will only connect IP phones approved by CC for connection to the Service.

1.8 The Customer will install and set-up the IP phones and connect them to the Customer's Network so that they are ready for service unless the Customer selects the CC On-site Installation option.

Customer Network

1.9 The Customer will provide (unless CC is specifically asked to provide):

- a suitably enabled Access Service with sufficient bandwidth to support the Customer's voice and data usage and service level requirements;
- a router (the minimum requirement will be advised by CC); and
- a suitable Local Area Network infrastructure (with a minimum of CAT5e structured cabling) for use with the Service.

The Access Service, equipment (unless specified) and cabling referred to above are not included in the Service.

1.10 The Customer acknowledges and agrees that changes to the Customer's voice and data usage may result in changes being required to the Customer's Network, including the need for additional bandwidth. The Customer will be responsible for paying any charges associated with such changes.

2. SERVICE LEVELS

Fault Repair and Service Care Levels

2.1 The Customer will report any faults in the Service by telephoning the number specified by CC.

2.2 The Customer will at the time of the report provide CC with a contact telephone number to enable CC to update the Customer on the progress being made to clear the fault.

2.3 CC will respond to any reported faults in the Service in accordance with our standard Service Level unless the Customer has selected an upgraded Service Level option and this is specified in the order or Confirmation Email. Details of the Service Care Levels offered are available separately.

2.4 Notwithstanding anything to the contrary in the CC Price List, CC will aim to respond and aim to correct faults in accordance with the applicable Service Care Levels.

2.5 Following initial fault diagnosis by CC, faults that in CC's opinion are not attributable to the Service will be referred back to the Customer.

3. SECURITY AND USE OF THE SERVICE

Security

3.1 The Customer acknowledges that use of the Service, like other network-based services, carries certain security risks to the systems and networks of the Customer, CC and third parties, including misuse, unauthorised access, alterations, theft, fraud, destruction, corruption and attacks.

3.2 The Customer will, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions to protect from the risks set out in Clause 3.1 of this Service Schedule, the Service (including the Portal), Calls made over the Service and the Customer Network (including mobile devices), data and systems used in connection with the Service that are in the Customer's control.

3.3 If any Customer Equipment is lost, stolen or likely to be used in an unauthorised manner:

- the Customer will immediately inform CC; and
- CC and the Customer will agree on the action to be taken including changing passwords and/or suspension of the Service.

Use of the Service

3.4 The Customer will not allow the Service to be used in any way that does not comply with any instructions CC has given to the Customer or in breach of this Contract and must not attempt to circumvent any security measures.

3.5 The Customer will use the Service in the UK only unless otherwise previously agreed in writing by CC.

4. CHARGES

General

4.1 Subject to CC's General Terms and Conditions, the Customer will pay the charges for the Service which are set out or referred to in the order and / or the CC Price List.

4.2 Payment is due within 14 days of the date of CC's bill or, if payment is made by direct debit or monthly payment plan, by the due date specified on CC's bill.

Cancellation Charges

4.3 The cancellation charge is set out in the CC Price List.

Early Termination Charges

4.4 The termination charge will be as set out in the CC Price List.

5. ADDITIONAL CONDITIONS

Important – 999 / 112 emergency calls

5.1 The ability to make 999 or 112 emergency calls cannot be guaranteed.

5.2 999 or 112 emergency calls may fail if there is a failure of mains power or Access Service.

5.3 It will not be possible to make 999 or 112 emergency calls:

- from a mobile device using the Service (but 999 or 112 calls may be possible over the mobile network); or
- if CC has suspended or interrupted the Service for any reason.

5.4 Wherever possible the Customer should consider an alternative means to support emergency calls should the service not be available due to the conditions set out in Clauses 5.2 or 5.3 above.

5.5 Every network number is registered to a Site address in the Customer's network. If a 999 or 112 emergency call is made the location information received by the emergency services will be the Site address. If a network number is reallocated to a different Site it will take several days to update the location information with the new registered Site address details. The Customer acknowledges and agrees that until the location information received by the emergency services is updated the location information received by the emergency services will be the registered Site address before the network telephone number was reallocated.

Web portal

5.6 In certain situations CC will provide the Customer with access to the Portal. The following terms will then apply:-

5.7 The Customer will be responsible for providing suitable computer hardware, software, and telecommunications equipment and services, necessary to access and use the Portal.

5.8 Equipment or services used by the Customer to access, view or use the Portal will be technically compatible and not harm CC's network, the Portal or another customer's equipment.

5.9 The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Portal or any part of it.

5.10 The Customer agrees to details of the Customer's CC Hosted Service, including configuration information, being accessible on-line via the Portal.

5.11 CC will not guarantee that the Portal will be available at all times or will be fault free. CC will try to provide uninterrupted access to the Portal, but the Customer understands and agrees that from time to time faults may occur.

5.12 Occasionally, for commercial or operational reasons including the provision of service enhancements and/or software upgrades, CC may at any time:

- change the access arrangements or URLs given to the Customer, provided that if CC deems it appropriate, CC will notify the Customer (which may be by notice published on the Portal) within a reasonable time before the event;
- change, without notice, the performance or functionality of the Portal including all information, materials and Content, or the way CC provides the Portal; or
- without notice, interrupt or suspend access to the Portal. If this happens CC will restore access as quickly as possible.

Suspension and termination of access to the Portal

5.13 CC may, at CC's sole discretion and without notice, suspend the Customer's access to or use of the Portal, or any part of the Portal, in the event that CC believes the Customer is, or may be, in breach of this Contract or any other contract with CC.

5.14 The Customer's access to the Portal will automatically terminate on termination of the Contract.

System Administrator

5.15 The Customer will appoint a System Administrator who will be responsible for service management and administration.

5.16 The Customer will, without delay, inform CC:

(a) of the name and Contact details of the System Administrator; and

(b) if a new System Administrator is appointed.

5.17 The Customer acknowledges and accepts that the System Administrator will be given access to the Portal.

5.18 The System Administrator will use the Portal for service management and administration including:

(a) service configuration;

(b) User account set-up including password management and provision of administration rights; and

(c) suspension or deletion of User accounts that should not be active.

5.19 The System Administrator will:

- follow, and will be responsible for ensuring that Users follow, best business practice for password security and management;
- allow administration rights only to those Users who need them, conduct regular audits and take action to remove rights as necessary; and immediately delete a User account if it is no longer required.

5.20 The Customer acknowledges and agrees that the action's set out in Clause 5.19 of this Schedule are necessary to reduce the risks set out in Clause 3.1 of this Schedule.

Software and documents

5.21 Where Software is provided, the Customer will not:

- transfer, assign or sublicense the Software to any other person, organisation or entity;
- attempt to create any derivative version of it; or

(c) decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form.

5.22 CC may update the Software during the Contract. The Customer agrees to download the updated Software in accordance with CC's instructions, as soon as CC informs the Customer to do so. Failure to do so may impair the Customer's ability to use the Service. The terms and conditions of this Contract will apply to any updated Software.

5.23 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer will not, without CC's prior written consent, copy manuals or documentation or permit anyone else to do so.

Provision of Apps

5.24 CC may make Apps available for use with the Service.

5.25 The Customer acknowledges and agrees that Users will be required to enter into separate contract to download and / or use any Apps made available.

5.26 CC may withdraw an App(s), at any time, without notice.

5.27 Normal Service Care Levels do not apply to Apps. Software support for Apps will be provided in accordance with the terms and conditions applicable to the App.

5.28 The Customer will indemnify CC against any claims or legal proceedings that are brought or threatened against CC by a third party in connection with or arising out of a breach by one or more Users of:

- the contract referred to in Clause 5.25;
- applicable laws; or
- any rights of another person or entity.

Music on Hold

5.29 The Music on Hold feature provides a continuous broadcast of music to callers in a queue or on call hold.

5.30 The Customer may use Content provided by CC for Music on Hold.

5.31 Where the Customer provides Content for use in connection with Music on Hold, the Customer warrants that the Customer has obtained in writing all necessary rights, clearances and permissions to allow CC to provide Music on Hold using the content including but not limited to any associated copying, storage, streaming or playing of the Content.

5.32 Where either CC or the Customer provides Content for use in connection with Music on Hold, it will be the Customer's responsibility to obtain any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any royalties or other charges to use any Content for Music on Hold.

5.33 If the Customer provided Content is the subject of a claim of infringement of any Intellectual Property Rights or breach of any licensing requirement or if CC reasonably believes that the Customer provided Content is likely to become the subject of such a claim, CC may, without notice, delete the Customer provided Content and /or:

- replace it with non-infringing Content; or
- disable the Music on Hold feature.

5.34 The Customer will indemnify CC against any claims or legal proceedings that are brought or threatened against CC by a third party arising from any breach of Clauses 5.31 or 5.32 of this Schedule. CC will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

Operational changes

5.35 CC may make the operational changes without notice. CC may give notice of such changes on the Portal.

Additional User Feature Pack Licences

5.36 The Customer may apply to add a User Feature Pack Licence(s) to the Contract at any time. The additional User Feature Pack Licence(s) will be subject to a Minimum Period as agreed at the time the order is placed. The Minimum Period for the additional User Feature Pack Licence(s) will commence at the time the order is accepted by CC.

Number Porting

5.37 Where the Customer wishes to port numbers commencing with 01 or 02 to CC, the Customer will:

- provide CC with full and accurate details of the number(s) to be ported; and
- be responsible for reaching any commercial agreement with the suppliers of the services to which those numbers apply, including terminating those services and the payment of any associated early termination charges.

5.38 CC will provide the Customer with a Port Date.

Limits of Liability

5.39 CC accepts no liability for failure to repair faults in accordance with timescales for Service Care Levels set out in standard CC Terms and Conditions.

Resale

5.40 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

Automatic termination of Contract

5.41 CC may automatically terminate this Contract (without notice) if the Customer's contract for the Access Service used with the Service is terminated. Early termination charges will be payable if this results in the Service being terminated during the Minimum period of one or more User Feature Pack Licences unless the contract for the Access Service is terminated for the reasons set out in CC's standard Terms and Conditions.

CC Price List

5.42 It will be the responsibility of the Customer to review the CC Price List periodically. CC recommends that the review of the CC Price List is carried out by the Customer no less than every 30 days.

Contractual Documents

5.43 The definition of Contract set out in the Conditions is amended as follows:

Contract means, in order of precedence:

- this Service Schedule;
- CC's General Terms and Conditions;
- the order;
- the CC Price List; and
- any other documents expressly incorporated by any of these documents or by agreement between the Customer and CC.

5.44 The definition of Minimum Period set out in the Conditions is:

Minimum Period means the intended minimum period over which the Service will be provided as stated in the Service Schedule, or the order form, and measured from the Service Start Date unless otherwise stated in the Service Schedule.

6. DEFINITIONS

Clearcall 2000 Ltd (Clearcall) =CC

In this Service Schedule the following term has the meaning shown next to it:

Access Service

• an IP access service procured from CC or others including ADSL broadband FTTC broadband or fibre leased line.

App(s)

• a piece of software that can run on the internet, personal computer, mobile phone or other electronic device.

Price List

• the document containing a list of CC's charges and terms and which forms part of the Contract.

Calls(s)

• a signal, message or communication that is silent, spoken or visual.

Confirmation Email

• an email sent by CC to the Customer to confirm the details of the Customer's order.

Customer Network

• the Customer's communications network including any equipment, LAN, intranet services or software that is owned or controlled by the Customer and not part of the Service.

LAN

• the Customer's local area network including but not limited to structured cabling, LAN switches and firewalls.

Portal

• the CC on-line web portal for the Customer to use for service management and administration (known as the "Business Portal")

Port Date

• the date provided by CC to the Customer when the Customer's existing 01 or 02 telephone number will be ported and the Service made available to the Customer by CC on that number.

Service

• the CC Hosted service or part of the service detailed in this Schedule.

System Administrator

• the person(s) appointed by the Customer to carry out service management and administration.

User Feature Pack

• means:

- o CC Functional (or Basic) user
- o CC Fixed (or Advanced) User; or other CC Mobile user

User Feature Pack Licence

• a licence acquired by the Customer to enable a User to use the Service.

WAN

• means wide area network which includes the Access Service or any other network through which the Customer connect to the Service.

CLEARCALL 2000 LTD – BROADBAND SERVICES

In conjunction with Clearcall 2000 Ltd General Terms and Conditions

1 From time to time the features and functions made available as part of the Services may change, but the Provider shall endeavour to keep the overall quality, quantity and variety of features and functions consistent. The Services shall commence on the Service Commencement Date and shall continue for the initial Period and thereafter unless and until terminated in accordance with this Agreement.

1.2 You must have an Access Line which:

Is a suitable analogue direct exchange line which terminates on a master socket and which has no incompatible services operating on it; and is connected to a suitably equipped Carrier exchange at which there is appropriate capacity.

1.3 Provisioning of the Service is subject to distance limitations and survey by the Providers. You accept that certain Premises may not be suitable for receipt of the Services due to certain technical restrictions. If such technical restrictions are discovered in relation to your Premises whilst the Services are being provisioned CC shall be entitled to terminate the Agreement. You also accept that some technical limitations may not become apparent until after the Services have been installed and are working. In such circumstances, the Services may need to be withdrawn and CC shall be entitled to terminate the Agreement. In the event that the Provider re-locates a DSLAM (a digital subscriber line access multiplexer) the Services may cease to be operational. In such circumstances the Services will need to be withdrawn and the CC shall be entitled to cancel this Agreement and CC shall have no liability to you in respect thereof. The Provider shall advise CC of any such issues as soon as reasonably practicable after the issue comes to its attention. If the Physical Characteristics change, or if Services are ordered in relation to the Carrier phone line, from a Carrier (or any third party) which is incompatible with the Services, CC cannot be held responsible if you cannot or cease to be able to receive the Service. In addition, the Reseller supplies the Service to you on the condition that you are the person or entity contracting with a Carrier (or any third party) for the Carrier provided analogue direct exchange line which is used to deliver the Service.

1.4 In the event that the Reseller agrees to provide new or additional services or changes the Services (including without limitation upgrades or re-grades to the Services or moving the Services to other premises) under this Agreement a new initial period of twelve (12) months shall apply to each new, additional or changes services from the new service commencement date as advised by the Carrier to CC (the "New Service Commencement Date").

1.5 CC shall provide the Service to you according to the terms of this Agreement. You accept that it is technically impracticable to provide services which are entirely free of faults and CC does not undertake to do so. CC will use reasonable endeavours to ensure that, through the Provider, any fault which affects the Services and which is covered by the Support Boundaries, is resolved as soon as reasonably practicable, provided you report the fault to us by calling the telephone number listed in your welcome letter (or such other number as CC may advise from time to time) and you comply with any instructions or otherwise advised by CC from time to time. The Provider shall investigate any such fault and will actively deal with the fault report during Business Days. For the avoidance of doubt the Provider shall not be responsible for fixing any faults if they arise from or are caused by your act or omission, or the act or omission of anyone instructed by you, or the Apparatus.

1.6 The Service enables you to access the Internet; however, use of the Internet is at your sole risk. CC makes no warranty that the Service will meet your requirements.

1.7 The Service is provided to you on an "as is" and "as available" basis and to the fullest extent permitted by applicable laws CC excludes all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it. This clause does not affect any statutory or other rights available at law to you.

1.8 The Provider may have to (and shall be entitled to) interrupt or suspend the Services from time to time for operation reasons, for example, to change the technical specification of the Services, or to improve, modify, upgrade or downgrade the Services or to test, maintain and repair the Services, or any other services offered by it in relation thereto, or because of an outage requested by a Carrier other than the Provider. The Provider shall endeavour to give as much notification of any planned interruptions as is reasonably practicable. The Provider shall also be entitled to interrupt some or all of the Services at any time and without prior notice if required by law or because of an emergency. You shall have no claim against CC for any loss suffered as a result of any interruptions under this Clause 1.8

1.9 The provider may implement systems designed to reject certain undesired email (including unsolicited commercial email) or delete them before delivery. CC does not warrant or guarantee that such systems will prevent all undesired email (including unsolicited commercial email) from being delivered.

1.10 The Provider may include links from time to time from the Service to other Internet sites. CC has no control over the content of such sites and disclaims any liability in respect of your use of such sites. You may wish to purchase separately one of the available filtering software products to help prevent access to certain web content.

1.11 You acknowledge the following technical limits in relation to the Services:-

The Services are not available to premises where all or part of the network between the Broadband Access Server (being a remote access server, a component in a Carrier network and which is used to deliver the service which the Carrier provides to the Provider of services) and the premises is provided over fibre optic cable or radio systems;

The Services may affect the performance of your PSTN equipment;

the burst rates for the Services may be reduced by the Contention Ratio and by the rate adaption of any equipment used by you in order to receive the Services (for example, a modem) and that the burst rates for the Services are dependent upon the specific IP application protocol used; and the provision of the Service to the Premises may result in you experiencing a temporary loss of analogue direct exchange line service for the period

When the installation is being carried out; and any incorrectly wired extensions to your existing master socket will be left disconnected;

In the circumstances outlined in this Clause 1.11 CC shall have no liability to you regarding the provision of, or the failure to provide, the Services, the performance of the Services or the effect which the Services have on other services or equipment or the withdrawal of any Services (and the subsequent cancellation of this Agreement).

2. FEES

2.1 CC shall provide you with the Services, and you agree to pay, without any deduction, withholding or set-off whatsoever, to the Reseller the Charges.

2.2 You shall not be entitled to any reduction in Charges in the event that you do not use all or any part of the Services.

2.3 If CC carries out work in response to a fault in the Services reported by you and following such work CC determines that (i) there is no fault found or (ii) it is not CC's responsibility to fix the fault then CC shall be entitled to charge you any costs that CC has incurred in carrying out such work.

2.4 Save in the case of Demonstrable error all Charges shall be calculated in accordance with data recorded or logged by, or on behalf of, CC.

3. ACCESS

3.1 You shall at your own expense permit, or procure all permissions, licenses, registration and approvals necessary for the Carrier, its employees, agents and contractors, to have free and safe access to the Premises in order to:

3.1.1 carry out any works on the Premises in relation to the Services, or to carry out any of the activities envisaged under Clause 1.10

3.1.2 to inspect any telecommunication apparatus kept on, under or over the Premises or elsewhere for the purposes of maintaining the System and/or providing the Services.

3.2 You shall allow the Carrier to have access to the Premises at all reasonable hours for the purpose of carrying out any of the activities envisaged under Clause 4.1 and you shall provide a safe and suitable environment for such access visits.

4. INSTALLATION

4.1 You are fully responsible for:

4.1.1 connecting a suitable micro filter to the Carrier's master socket (and any extension sockets) at your Premises;

4.1.2 connecting a suitable router/modem to the relevant port on the micro filter; and

4.1.3 if applicable, connecting a suitable modem for an analogue phone line or an ISDN adapter at the Remote Access Location to enable access to the Service via Dial Companion.

4.2 CC accepts no liability whatsoever for any loss you or any third party may suffer as a result of:

4.3 If CC supplies you with CPE, you must accept the terms and conditions applicable to the provision of such CPE. You must also agree to the terms of the relevant end-user software licence agreement to govern your use of the CPE. You shall be responsible for any liability incurred by CC as a result of any failure by you in this regard. Other than where required by law, any such CPE is supplied "as is" with no warranty as to its fitness for purpose or otherwise. CC shall use reasonable endeavours to assist with reasonable queries you may have in respect of initial installation of the Service (in accordance with Clause 2.7). However, CC does not guarantee to be able to resolve any such difficulties.

4.4 CC does not warrant that any particular Apparatus shall be compatible with the Service and CC shall not be responsible for supporting any Apparatus.

4.5 Any equipment connected (directly or indirectly) to or used with the Service must be connected and used in accordance with any published instructions, safety and security procedures applicable to the use of that equipment.

5. INFORMATION AND APPARATUS

5.1 On request by CC, you shall provide the CC with information concerning the Apparatus and any other information that CC may reasonably require in order to provide the Services.

5.2 Your Apparatus must be technically compatible with the Service and approved for that purpose under and relevant legislation or telecommunications industry standards. You shall at your own expense modify the Apparatus in accordance with CC instruction provided that such modifications are necessary to enable CC to provide the Services. You shall be responsible for the repair and maintenance of any Apparatus used in order to obtain or use the Service.

5.3 You shall be responsible for ensuring compliance with all statutes and other regulatory requirements relating to the Apparatus and for obtaining all consents, approvals, servitudes, rights of way and other similar rights in relation to the Premises or any premises of which the Premises form part and which are required in relation to the Apparatus.

5.4 The Provider and CC reserve the right to suspend the Service if you do not fulfil your obligations under this Clause 7.

5.5 CC accepts no liability whatsoever for any loss you may suffer as a result of your use or misuse of the Apparatus or as a result of any faults in your Apparatus. In particular, CC is not liable whatsoever if you damage or incorrectly reconfigure any Apparatus, for example a router, which you may have purchased for use with the Service.

5.6 For the avoidance of doubt, if you do anything to the Apparatus including, by way of example and without limitation adjusting or altering it in any way following the commencement of the Service there is a risk that such action will impact upon your ability to receive the Service. You shall be responsible for ensuring at all times that no action is taken in relation to Apparatus which is likely to impact upon your ability to receive the Service. If any such action does take place and you subsequently require CC to re-configure the Service in any way, then CC reserves the right to charge you any reasonable costs incurred by CC in this regard.

6. YOUR USE OF THE SERVICE

6.1 You must NOT use the Service or knowingly allow or permit the Service to be used:

6.1.1 in a way that does not comply with the Agreement, or any legislation or applicable licence, or that is in any way unlawful or fraudulent or, to your knowledge, has any unlawful or fraudulent purpose or effect; or

6.1.2 in breach of any reasonable and lawful instructions the Provider or CC might give to you from time to time and which are necessary in the interests of health, safety, the quality of the Service, or the quality of any Carrier's services, or in breach of any instructions given under clause 4.5; or

6.1.3 in connection with the carrying out of a fraud or criminal offence against any public telecommunications operator; or

6.1.4 to send, knowingly receive, encourage the receipt of, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which may contain viruses or other similar programs, or which causes overloads to the System; or

6.1.5 to send or procure the sending of unsolicited advertising or promotional material save in accordance with applicable legislation;

6.1.6 or attempt to use the Service in any way that modifies, decompiles or reconfigures the Service or software or copy any manual or documentation relating to the Service, except as set out in this Agreement; or

6.1.7 in a way that in the reasonable opinion of any Carrier could materially affect the quality of any telecommunications service provided by that Carrier, as notified to you by CC.

6.2 You shall indemnify CC against any claims or legal proceedings which are brought or threatened against the Provider, or CC, by a third party because the Service is used in breach of Clause 6.1. To maintain the quality of service for other users, CC reserves the right to block certain types of traffic without notice where they appear to contravene Clause 6.1.

6.3 You shall be responsible for insuring against all loss of or damage to data stored on or transmitted using the Service or the System.

6.4 You shall be responsible for adopting appropriate security measures for the protection of computer systems and CC shall not be liable to you for any loss or damage that you suffer as a result of any virus or other hostile computer programme being introduced into your computers or computer systems as a result of your use of the Service and/or the System.

6.5 You shall not share use of the Service, or any part of it, with any other person, or if you are a company with any person not a member of your company (or contracted to your company), whether directly or indirectly, including by means of radio or other wireless technology of any kind, except that if you are a Consumer you may share the Service with members of your own household at the same Premises.

6.6 You shall ensure that any person with whom you share use of the Service complies in full with this Agreement as if they were an original party to it. You are responsible for any misuse of the Service or breach of the Agreement by anyone with whom you share use of the Service.

6.7 If you are a Business Customer – You may not make any unauthorised commercial use of the Service. You agree to keep full and accurate records of any and all operating units on or in connection with which the Service is enabled and shall permit the provider or CC to review and evaluate such records from time to time to ensure your compliance with your obligations in this clause 6.7.

6.8 If you are a Consumer – The Service is supplied to you for your personal use. You may not commercialise it or use it in connection with any occupation, trade or profession.

6.9 You will co-operate with CC reasonable requests for information regarding your use of the Service and supply such information without delay.

6.10 The Provider and CC reserve the right to disconnect the Service if you do not fulfil your obligations under this Agreement.

6.11 Where you use the Service to access the Internet and to reach networks and services not operated by CC, you will abide by the terms and conditions imposed by the operators of those networks and services.

6.12 In the event that your ADSL connection is, for whatever reason, temporarily unavailable or your ADSL connection is congested, you may be able to use some of the Services via the dial Companion, as an alternative or a backup service. CC does not guarantee that use of the Services in such circumstances and nor shall CC be liable for any costs or charges incurred as a result of such use of the Service by you.

7 BREACH OF THE AGREEMENT

7.1 The Provider and/or CC shall be entitled to investigate any suspected or alleged breach of this Agreement or any suspected compromise to the System or to CC's security and in doing so they will act reasonably and fairly at all times.

7.2 The provider and CC reserve the right to take any action they deem appropriate and proportionate to any breach, or suspected breach, of this Agreement (including without limitation the right to suspend the Services). Without limitation, particular examples of material breaches which are incapable of remedy include jeopardising or compromising the security or integrity of the network of a Carrier and serious breach of the posting or transmission of defamatory content through or in connection with the Service. You expressly authorise the provider and CC to use your personal data and other Account information, without limitation, in connection with any such investigation, including by disclosing it to any third party whom they consider has a legitimate interest in any such investigation or its outcome.

7.3 If CC believes that you have breached the Agreement, CC will use reasonable endeavours to ensure that you are made aware of the breach prior to suspending the Service. However it may be necessary, due to the severity of the breach, for CC to suspend the Service or for the Provider to terminate the Agreement while details of the breach are investigated further. The Provider reserves the right to suspend the Service (or for CC to suspend the Service) or to terminate the Agreement at its sole discretion and without refund, and to make an additional charge for all reasonable costs incurred in investigating and dealing with the misuse and/or blocking access to any component(s) of the Service, as a result of any actual or suspected breach of this Agreement.

8 DEFINITIONS

Clearcall 2000 Ltd (Clearcall) = CC

Provider = Broadband Provider/Carrier