

## Terms and Conditions Number Services

Please read the 08UK Ltd Terms & Conditions carefully.

### 1. Definitions

- 1.1 "the Client"** means the person, partnership, or company in contract, or prospective contract with 08UK Ltd or anyone with a number supplied by 08UK Ltd.
- 1.2 "Contract or Agreement"** means the agreement entered into by and between 08UK Ltd and the Client and is subject to the terms and conditions set out here.
- 1.3 "the Company"** means 08UK Ltd.
- 1.4 "the Services"** means the telecommunications services to be supplied by 08UK Ltd pursuant to the client.
- 1.5 "the Act"** means the Telecommunications Act 1984 and any amendments, modifications, re-enactments or replacements of the Act that may be made from time to time.
- 1.6 "the Carrier" or "Suppliers"** means the end service provider that provides the Service to the Client.
- 1.7 "Numbers"** means any telephone number(s) provided by 08UK to the Client under this Contract
- 1.8 "SLA"** means Service Level Agreement
- 1.9** Words in the singular shall include the plural and vice versa.
- 1.10** The headings in these conditions are intended for reference only and shall not affect their construction.

### Quotation/Proposal

- 2.1** Quotations/proposals by the Company unless otherwise stated in them shall be open for acceptance within 30 days of the date of quotation/proposal.

### 3. The Contract

- 3.1** No Contract shall come into existence until the Client has returned the Company Contract, signed by the Client.
- 3.2** No variations or amendments of the Contract shall be binding on the Company unless accepted and confirmed by the Company in writing.
- 3.3** Any concession made or latitude allowed by the Company shall not affect our strict rights under the Contract.
- 3.4** If, in any particular case, any of these conditions shall be or be held to be invalid or shall not apply to the Contract the other conditions shall continue in force and effect.
- 3.5** All of the terms and conditions contained herein are subject to alteration at any time without notice. It is the Client's responsibility to ensure they are fully conversant with the terms and conditions by which they are bound.
- 3.6** Without prejudice to their rights under the Agreement expressed, or implied, the Company may terminate the Agreement in the event that a liquidator, trustee in bankruptcy, receiver, or administrator is appointed in respect of the assets and/or business of the Client, or if the Client is deemed insolvent according to the Insolvency Act 1986, or if any licence under which the Client operates its business is revoked, amended, or ceases to be valid.
- 3.7** The Contract is between the Company and the Client as principles and shall not be assignable by the Client without the express written consent of the Company.
- 3.8** The Company may at its discretion suspend or terminate the supply of any goods or services if the Client fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company.
- 3.9** The complete Contract comprises of the completed and signed NGN Order Form and these Terms and Conditions. It supersedes all understandings or prior agreements whether oral or written, and all representations or other communication between the Client and the Company.
- 3.10** A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

### 4. General

- 4.1** The client shall not in any way imply that he/she is an officer, owner, director, or partner of the Company.
- 4.2** The sub-contracting of Numbers/Services provisioned by the Company is not permitted.
- 4.3** All times, dates and periods given for performance and/or connection times are given in good faith but without any responsibility on the part of the Company.
- 4.4** The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose.
- 4.5** The name of the Company, its logo, or style, may not be used on, or in any publication without the approval of the Company.
- 4.6** The Client undertakes to use the Service in accordance with the conditions set out herein and any such variations must be notified in writing to the Client by the Company and in accordance with the Act or any other regulations relating to the Service.
- 4.7** The Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreements, representations or understandings by either party whether oral or written.
- 4.8** No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way of these conditions.
- 4.9** Failure by either party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 4.10** Any notice, invoice or other document which may be given by either the Client or the Company under these conditions shall be deemed to have been duly given if left at or sent by post to the nominated address, invoices or other documents may be sent, or the others usual or last known place of abode or business and such notice shall be deemed to be served immediately if left at the above address for notice or 72 hours after posting if posted as aforesaid.
- 4.11** The Client is required to indemnify the Company of any costs or legal fees incurred by the Company as a result of the Client's breach of the Contract.
- 4.12** The Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.

### 5. Service

- 5.1** The Company may sub-contract the performance of the Contract or Service in whole or part to any person, firm or company without the written consent of the Client.
- 5.2** The Client undertakes not to contravene the Act of any other relevant regulations or licences regarding the provision and use of the telecommunications services.
- 5.3** The Client undertakes to use the Services in accordance with the Act, and any licence granted thereunder. The Client further undertakes not to use the Services:
- as a means of communications for a purpose other than that for which the services are provided; or
  - for the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing character or is of a nature which if transmitted would constitute a criminal offence or which infringes the rights of any third party including but not limited to contractual rights and intellectual property rights;
  - in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any licence or authorisation applicable to the Company or Client or that is in any way unlawful or fraudulent or to the knowledge of the Client has any unlawful or fraudulent purpose or effect;
  - in connection with the carrying out of fraud or a criminal offence against any public telecommunications operator;
  - in any way that constitutes artificial inflation of traffic;
  - to make nuisance calls or spam;
  - to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;
  - to obtain access, through whatever means, to notified restricted areas of the underlying network;
  - to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any 08UK service or to adversely affect other customers of the Company and its Suppliers;
  - to engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 to 128 of the Act;
  - in a way which (in the reasonable opinion of 08UK) brings the name of the 08UK into disrepute, or which places the Company in breach of the Act; or
  - for any purpose which we may notify you from time to time by reason of any relevant legislation which comes into force.
- 5.4** The Client shall agree to indemnify the Company from all losses, fines, damages, claims, costs and expenses suffered or incurred by the Company arising from or in connection with the Client's use of the Services in contravention of the provisions of condition 5.2, 5.3, 5.7 & 6.5. This condition will survive any termination of the Contract.
- 5.5** The Company does not warrant that the 08UK service will be fault free or free of interruptions however the Company however will endeavour to resolve any problems as soon as possible.
- 5.6** The Company is entitled to move the Client's numbers to another Carrier without the prior permission of the Client.
- 5.7** The Client shall comply with all applicable laws and all codes of conduct, decisions, directions or recommendations issued by OFCOM and/or PhonepayPlus and/or any other competent regulatory body.

### 6. Use of Telephone Numbers

- 6.1** In the event that the Company allocates any telephone number/s to the Client for the purpose of providing the Services the Client acknowledges that it shall not acquire any legal equitable or proprietary right to any such numbers and the Company shall be entitled to withdraw or change any telephone number or code upon giving the Client reasonable notice.
- 6.2** For the avoidance or doubt, any and all intellectual property rights in any such telephone number shall at all times, as between the Company and the Client, remain vested in the Company.
- 6.3** In circumstance where the company is asked to transfer and/or port a telephone number for use by the client with service from the company and this agreed transfer includes a payment by the Client to the Company then all intellectual property rights of such telephone number/s, upon specific receipt of cleared funds to the company, shall then and at all times after, as between the Company and the Client, remain vested in the Client. All UK telephone numbers are allocated by Ofcom to Carriers directly, these terms in no way infringe any intellectual property right that may be claimed by any particular Carrier for any particular telephone number, furthermore the company shall at all times obey any specific instruction from such a Carrier or Ofcom regarding telephone numbers.
- 6.4** Upon receipt of cleared funds (Ref 6.3) made for any telephone number by the Client to the Company, the Client is entitled to choose to transfer the telephone number/s away from the Company provided the Client first gives 30 days written notice to the company.
- 6.5** In respect of premium rate services (including 0871 services) the Client agrees to abide by all instructions and/or regulations issued by PhonepayPlus and that no action taken by the Company on the direct written instruction of PhonepayPlus will constitute a breach of this Agreement or give rise to any liability on the Company's part under this Contract.
- 6.6** The Company reserves the right to terminate any agreement with a Client and withdraw their numbers should they appear on a Consumer Protection List compiled at any time or in the future by Ofcom.

### 7. Liability

- 7.1** In the event that the Services fail and calls are diverted to another Carrier, the Company shall not be obliged to pay any charges incurred with that Carrier. The Company shall only be entitled to charge usage charges for calls which are made through the Company pursuant to the Contract (if applicable).
- 7.2** Nothing in these conditions shall impose any liability upon the Company in respect of any non-performance or Services which are not performed in accordance with the Contract arising out of the Client's own acts, omissions, negligence or default.

7.3 The Company cannot be held responsible or will not be held liable for any loss or non-connection of Service for whatever reason. This includes but is not restricted to loss of revenue, business time, opportunity, data, anticipated savings or profits or for any indirect or consequential loss howsoever arising.

7.5 The Client shall indemnify and hold harmless the Company against all liabilities, claims, losses (including loss of profit), damages or expenses arising directly or indirectly or in any way associated with any use of the Service by the Client or provision of the Service by the Company.

#### 8. Destination Changes

8.1 The Company aims to complete any requests for destination changes for telephone numbers as quickly as possible although the standard SLA for this is 10 days.

8.2 Any requests for destination changes must be made in writing to the Company. If requests for changes are not made in writing to the Company cannot be held responsible for any errors when destination changes are undertaken by the Company.

#### 9. Storage Costs

9.1 Costs for call recording storage, announcement storage or voicemail storage will be charged as per the NGN agreement. If storage for any of these services exceed 50Mb additional charges will apply.

#### 10. Charges

10.1 The Company endeavours not to charge the Client for any of its Services where possible. Where the services required by the Client are chargeable, the Company reserves the right to charge the Client any charges that the Company has incurred on behalf of the Client.

10.2 If charges are bought into effect by any act of legislation the Company reserves the right to apply any such additional charges for chargeable services giving 30 days written notice to the Client.

10.3 If relevant and unless otherwise agreed, the Client agrees to pay for the Services by direct debit, BACs or company cheque, within fourteen days of the date of the Company's invoice, such invoices to be rendered once in each calendar month during the continuance of the contract.

10.4 Where applicable the client shall pay the price for the Services as set out in the Contract and NGN Order Form. The Company shall be entitled to decrease its prices at any time, any changes will be reflected in the next invoice after the date of the decrease. The Company shall be entitled to increase its charges at any time and shall give the Client 30 day's notice of any such increase; such increase will take effect after the expiry of such notice. Upon notification of any such an increase, the Client shall be entitled to cancel the Contract by giving the Company notice in writing 30 days after the date of notice of the increase in the charges.

10.5 Without prejudice to any other rights it may have, the Company is entitled (before and after any judgement) to charge daily interest on amounts outstanding 14 days after the date of our invoice until payment is received in full at a rate of 5% per annum above the National Westminster Bank lending rate. Interest shall continue to accrue notwithstanding termination of the Contract. In addition if payment is not received 14 days after the invoice date the client is liable for a late payment charge of £25.

10.6 If payment is not received within 14 days of the date of invoice the Company has the right to terminate the contract and suspend or revoke any Services received by the Client. The Company reserves the right to make a charge for any reconnection and apply different payment terms and charges as a condition of reconnection.

10.7 All sums referred to in the contract are stated exclusive of VAT and any other taxes of a similar nature which may from time to time be introduced which shall (if applicable be charged to the Client by the Company and are payable by the Client in the same manner as the actual usage charges).

10.8 The price for the Services shall be due in full to the Company in accordance with the terms of the contract and the Client shall not be entitled to exercise any set off, lien or any other similar right or claim.

10.9 The Company may in a separate invoice make backdated claims for amounts outstanding from a previous billing period which were not previously invoiced for technical or other reasons.

10.10 Any chargeable service agreed between the Company and the Client will incur a minimum monthly charge of £15.00.

10.11 If a deposit is required by the Company and paid by the Client the Company can apply all or any amount of the deposit against any unpaid charges or any other liability incurred by the Client.

#### 11. Payments

11.1 If applicable the Company will only make a revenue share payment to the Client if 2000 minutes (0844), 1000 minutes (0871) or 50 minutes (090) or more have been achieved by the Client per month (unless agreed otherwise).

11.2 If applicable the Company will only make a monthly revenue share payment from call minutes if a level of £100 has been reached that month. If the level of £100 is not reached for a particular month the minutes will be carried over to the next month so that the revenue share payment is not lost (unless agreed otherwise).

11.3 Usage charges payable against minutes shall be calculated by reference to data recorded or logged by the Company and may not be argued or referenced to any dated recorded or logged by the Client.

11.4 The Company shall only make payment to the Client when payment for the relevant month's minutes has been received from the Carrier by the Company.

11.5 The Company shall be entitled to withhold any sums payable to the Company and any rebate otherwise due to the Company in connection with a Revenue Share Service if:

- It is obliged to do so by an order of any court, tribunal or regulatory body (including OFCOM or PhonepayPlus)
- In the Company's reasonable opinion fraud or Artificial Inflation of Traffic has taken place.
- The corresponding repayment or rebate from the Carrier to the Company has been withheld or has been threatened to be withheld
- The Company has reason to believe the service is being used in a manner which breaches or may breach the provisions of clauses 5.3
- The Client is in breach of any of the material terms of this agreement
- The provisions of all or any part of the Service are suspended for any reason
- There are any unpaid charges due to the Company

11.6 The Company shall be entitled immediately upon written notice to recover revenue share payments made to the Client if a successful claim is made against the Company or its Carriers for recovery of sums previously paid, provided that in respect of any such claim the Company shall only be entitled to recover the revenue payments made to the Client which derived from the same Revenue Share Service as gave rise to the revenue which the Carrier is reclaiming from the Company.

11.7 The Company shall be entitled (on the direction of any competent regulatory body) to deduct any fine or other payment due from the Client to the regulatory body from any revenue payments to the Client.

#### 12. Invoicing and Reporting

12.1 Reports will be prepared on a monthly basis only when data has been received by the Carrier.

12.2 The Company cannot be held responsible for any delays in reports if there are delays in receiving the data from the Carrier.

12.3 Reports and invoices are prepared by the Company the following calendar month. However, if data for that month has not been received from the Carrier this will not be billed to the Customer until it has been received.

12.4 A payable report for usage on a telephone number will only be prepared by the Company for the Client if a minimum of 2000 minutes (0844), 1000 minutes (0871) or 50 minutes (090) is achieved that calendar month (unless otherwise agreed).

12.5 The Client must prepare an invoice for the Company before revenue share payments will be made by the Company.

#### 13. Suspension of Services

13.1 The Company may (without prejudice to its other rights) suspend the provision of the Service and the performance of its obligations under this Contract in whole or in part with immediate effect (and the Client will remain liable for all charges accrued during such period of suspension) if:-

13.1.1 The Company is obliged to do so in order to comply with an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including OFCOM and PhonepayPlus;

13.1.2 the Client does not pay any sum due and owing to the Company

13.1.3 The Company reason to believe an 08UK service is being used in a manner which breaches or may breach the provisions of clauses 5.1, 5.2 or 5.3

13.1.4 the Client is in breach of any of the material terms of this Agreement

13.1.5 for operational reasons or in case of emergency; or

13.2 In the event of suspension of the Services under the provisions of clauses 10.1.2, 10.1.3 or 10.1.4 all sums invoiced by the Company shall become immediately payable also the Client shall reimburse the Company for all costs incurred by the implementation of such suspension and/or the commencement of the provision of the Services as appropriate.

13.3 If the Company exercises its right to suspend the Services, this shall not restrict the right to terminate the Contract.

#### 14. Termination of the Contract

14.1 Both the Company or the Client may terminate the Contract by giving 30 days notice in writing (unless stated otherwise on the NGN form), the Client (Ref 6.4) is then entitled to transfer or port any telephone number relevant only to the terminated Contract away from the Company.

14.2 Both the Company or the Client (without prejudice to its other rights) may also terminate the Contract with immediate effect by giving notice in writing to the other, in the event that:

14.2.1 the other is on breach of any provision of the Contract and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying the breach.

14.2.2 the other is subject to bankruptcy or insolvency proceedings which shall mean bankruptcy proceedings, becoming insolvent, making any composition of arrangement with creditors or an assignment for their benefit, any execution distress or seizure.

14.3 Notwithstanding any other provision express or implied in these conditions, the Company (without prejudice to our other rights) may terminate the Contract with immediate effect in the event that the Client fails to make any payment when it becomes overdue to the Company.

14.4 If applicable, on termination of the Contract for any reason the Client must pay any outstanding charges for Services up to and including the date of termination.

14.5 Following termination of the Contract the Client's entitlement to use the telephone number/s they were allocated ceases immediately and the Company shall be at liberty to reallocate Numbers to another Client or for another use.

#### 15. Force Majeure

15.1 Neither party shall be held to be in breach of its obligations under the Agreement, save for obligations to make payments under the Agreement, to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the first party including but not limited to any act of God, inclement weather failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of Government authorities, other telecommunications providers, war, military operations or riot.

#### 16. Confidentiality

16.1 Neither the Company nor the Client shall, whilst the Contract is in force or thereafter, disclose any of the other's confidential information nor any details of the others commercial or technical activities or policy except insofar as is strictly necessary for fulfilling its obligations hereunder and except for any disclosure required by statute or law and save for information which is or subsequently enters the public domain.

I have read and understood all pages of this terms and conditions document

Signed..... Name .....

On behalf of .....(company)

Date.....