

Definitions

In these conditions the following words have the following meanings unless the context requires otherwise:

“Confidential Information”

means any and all information acquired by You about either Our business or the businesses of any of Our suppliers and/or given by Us to You and/or generated by You from the Confidential Information;

“Contract”

means any contract between You and Us incorporating the Service Agreement and these conditions for the provision of the Services;

“Contract Term”

means the initial term of the Contract as set out in the Service Agreement;

“Equipment”

means any telecommunications hardware and other equipment which is provided by Us and/or one of Our suppliers to enable You to receive and use the Services and in respect of which title does not pass to You;

“Identity”

means an individual natural person within Your organisation who is registered and licensed to use the Products under a User Licence and “Identities” shall have a similar meaning;

“Intellectual Property Rights”

means any patent, copyright, database right, design right (registered and/or unregistered), trade mark (registered and/or unregistered), know how or other industrial or intellectual property right subsisting anywhere in the world whether in existence at the date of the Contract or arising after the date of the Contract and any application for any of the foregoing;

“Liability”

means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities;

“Line”

means a connection to the network of one of Our suppliers;

“Materials”

means any software, manuals and/or other documentation We may supply and/or make available to You during the course of the Services;

“Mobile Devices”

means any items of mobile telecommunications equipment used in the Mobile Services;

“Mobile Services”

means the provision of access to a telecommunications network using an item of mobile telecommunications equipment;

“Nuisance Calls”

means an unwanted call which causes annoyance to You, which is a hoax call and/or is of an offensive, spiteful, abusive, obscene, indecent, defamatory or menacing nature;

“Personal Data”

means any and all personal data relating to a living individual who can be identified from the data or other information which is in, or is likely to come into, Our possession and which is used and/or collected during the course of the Services (whether supplied by

You to Us and/or collected by Us as part of the Services), including but not limited to the names of Your employees;

“Products”

means any hardware We supply to You under the Contract;

“Representatives”

means Our representatives and those representatives of those of Our suppliers to whom We may sub-contract the provision of the Services from time to time;

“Service Agreement”

means the service agreement which You sign when You enter into a contract for the provision of the Services and which sets out, amongst other things, the scope of the Services, payment details and any Contract Term;

“Services”

means the services to be provided by Us to You as set out in the Service Agreement, including but not limited to the provision of a Line, Mobile Services, the ability to make and receive telephone calls via the Line and internet access;

“SIMs”

means Subscriber Identity Modules as may be supplied by Us to You as part of the Services;

“Toll Fraud”

means any unauthorised use of the Services;

“User Licence”

means the licence granted to an Identity where We Charge You for the Services per Identity or otherwise per use of the Products;

“We, Us, Our”

means Freedom Communications (UK) Ltd (company number: 2443243) whose registered office is at Olds Approach, Tolpits Lane, Watford, Hertfordshire, WD18 9RX.; and

“You, Your, Yourself”

means the person whose order for Services is accepted by Us.

1. Basis Of Contract

1.1 These conditions and the Service Agreement shall govern the agreement between You and Us in respect of the provision of the Services to the exclusion of any other terms or conditions.

1.2 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to You.

1.3 We may vary these conditions on 30 days notice in writing. You will be notified of any changes to these conditions with Your monthly invoice and the changes will also be posted on Our website at www.freedomcomms.com. Aside from this right, no variation to these conditions shall be binding on Us unless contained in the Service Agreement or agreed in writing between You and one of Our Directors.

1.4 Our employees, sub-contractors and/or agents are not authorised to make any representations or give any warranties concerning the Services unless confirmed by one of Our directors in writing.

2. Orders and Contract

2.1 The Contract shall come into effect when We sign the Service Agreement. Please note We are not obliged to accept Your order for the provision of Services.

- 2.2 If there is any conflict between these conditions and the Service Agreement, the Service Agreement shall prevail.
- 2.3 In certain cases, before We enter into a Contract We may need to conduct a Site survey at Your premises to ensure the suitability of Your site and/or equipment for the use of the Services and Our charges. Such surveys and site visits shall be conducted in accordance with these terms and conditions.
- 2.4 We reserve the right to amend the terms of the Contract if any of Our suppliers change their terms of supply to Us. We will notify You of any changes in writing.

3. Services

- 3.1 We agree to use reasonable skill and care in the performance of the Services as would be expected of a telecommunications provider, including but not limited to determining how best to perform the Services. Please note that We may sub-contract the performance of all or part of the Services to BT or similar Network providers.
- 3.2 Our provision of the Services is conditional upon:
- 3.2.1 you not having and/or using any services and/or equipment which are incompatible with and may affect the provision of the Services; and
- 3.2.2 if the Services include Mobile Services, You must only use Mobile Devices which are approved and registered by Us when using the Mobile Services.

These requirements are ongoing requirements and apply not only on entering into the Contract but for the duration of the Contract too. If You fail to satisfy these conditions We may either refuse to enter into a Contract with You or terminate Your Contract on 7 days' written notice. During any notice period, You accept that We may not be able to provide the Services to You (whether in full or in part).

- 3.3 In respect of the provision of the Services, We are often reliant on the actions of Our suppliers. As a result, whilst We will use Our reasonable commercial endeavours to ensure provision of the Services on or by any dates set out in the Contract, these dates are estimates only and are not guaranteed. Timescales for provision of the Services are also subject to any matters outside Our reasonable control.
- 3.4 You agree to promptly provide Us with any and all information and/or assistance that We and/or Our suppliers may require (both before and after entry into the Contract) in order to perform the Services. You undertake to ensure the information You provide to Us is accurate and complete. We shall not be responsible for any failure and/or delay on Our part to provide the Services if such failure and/or delay is as a result of Your failure to provide Us with the required information and/or assistance and/or Your supply of inaccurate and/or incomplete information.
- 3.5 We may incur administrative charges with Our suppliers if the information We submit to them about You is inaccurate, incomplete and/or incorrect and/or if You do not comply with the conditions set out in clause 4.2 above. You agree to reimburse Us for any administrative fees We have to pay as a result of:
- 3.5.1 Your failure to comply with the conditions in clause 4.2; and/or
- 3.5.2 Your failure to supply complete and accurate information.
- 3.6 We will use our reasonable endeavours to provide You with the Services continuously during the Contract. However, We may need to interrupt the provision of the

Services and/or alter the nature of the Services from time to time for emergency, operational and/or technical reasons. We will try to keep any disruption and change to a minimum and restore Services as quickly as We can. We will not be liable to compensate You for any loss and/or Liability You may suffer as a result of any interruption of and/or alteration to the Services.

- 3.7 If We make a change to the Services, We will give you as much advance notice of the change(s) as We can. If the change has a material adverse effect on the provision of the Services to Your detriment, You may terminate the Contract by giving to Us 14 days' written notice. Such notice to terminate must be served within 7 days of You receiving notification of the changes. Termination of the Contract will not affect Your Liability to pay for all usage of the Services by You up to the point of termination.
- 3.8 In limited cases We are not able (for technical reasons) to supply the Services to certain geographical areas/customers. These technical limitations may not be evident prior to entry into the Contract. If We are unable to provide the Services to You for technical reasons We reserve the right to terminate the Contract without Liability to You by giving You as much advance notice as possible. We will refund any advance payments in respect of the Services You may have made.
- 3.9 Please note that any SIMs We supply to You remain Our property. You must not pledge or in any way charge or encumber by way of security for any indebtedness any of the SIMs.
- 3.10 You must ensure that any SIMs We supply to You are only used:
- 3.10.1 in Mobile Devices approved and registered by Us; and
- 3.10.2 used by You solely for Your own internal business purposes.
- 3.11 We shall provide the Services in accordance with the terms of the Contract and any support and maintenance policies We may implement from time to time. If there is a conflict between the terms of the Contract and any policies We have in force from time to time the terms of the Contract will prevail.
- 3.12 If We licence specific Identities to use the Products and/or Services under a User Licence, You may transfer the User Licence between Identities without any additional charge. The remainder of the minimum term applicable in respect of that User Licence shall continue to apply.
- 3.13 You warrant that You hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or to connect to Our network or the networks of Our Suppliers. We may immediately terminate this Agreement if You fail to comply with this clause.
- 3.14 If We are supplying You with internet services, please note we have no control over and/or Liability for the content of materials accessible via the Internet. You are responsible for implementing any security measures You may require unless otherwise agreed in the Contract.
- 3.15 You agree to inform Us of any changes in Your organisation and/or methods of doing business which may affect Your use of the Services and/or Your ability to comply with the terms of the Contract.
- ### **4. Equipment**
- 4.1 In respect of any Equipment supplied to You under the Contract, You will:

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- 4.1.1 use the Equipment only for the purposes of receiving and/or using the Services in accordance with the Contract;
- 4.1.2 use the Equipment in accordance with any instructions We may provide from time to time (including, where appropriate, any software licence);
- 4.1.3 not move, modify, relocate or any way interfere with the Equipment;
- 4.1.4 not have the Equipment repaired or serviced except by Us and/or any approved suppliers;
- 4.1.5 keep the Equipment fully insured for risk of loss, theft, destruction, damage and not remove, tamper with and/or obliterate any words or labels on it;
- 4.1.6 not create or allow any charges, liens, pledges or other encumbrances to be created over the Equipment; and
- 4.1.7 permit Us and/or one of Our suppliers to inspect or test it at all times on reasonable notice.
- 4.2 Title in the Equipment remains at all times with either Us or one of Our suppliers.
- 4.3 You are liable for any and all damage to the Equipment and/or Our suppliers' networks caused by Your acts and/or omissions; Your breach of this Agreement and/or the malfunction or failure of any equipment supplied by You and/or on Your behalf for use in conjunction with the Services.
- 5. Intellectual Property**
- 5.1 If We provide You with any Materials, You are only licensed to use such Materials for the purposes of using the Services and You may not copy, alter, modify or decompile the Materials without Our prior written consent. You must not remove, alter or otherwise tamper with any proprietary notice which is included on and/or in any of the Materials. Your license to use these Materials will end on the termination of the Contract and You shall promptly return all copies to Us.
- 5.2 You acknowledge and accept that all Intellectual Property Rights in the Materials and/or which are developed in the course of the Services belong to either Us or one of Our suppliers. You have no rights to use such Intellectual Property Rights other than in order to make use of the Services and/or as otherwise permitted by Us in writing. If We consider You are mis-using either Our Intellectual Property Rights and/or the Intellectual Property Rights of one of Our suppliers, We may (in addition to any other rights and/or remedies We may have):
- 5.2.1 take action to prevent such unauthorised use; and/or
- 5.2.2 suspend the provision of the Services until You cease the unauthorised conduct.
- 5.3 If at any time during the Contract You become aware of any possible infringement of Our Intellectual Property Rights and/or those of Our suppliers, You agree to notify Us of such infringement as soon as possible. At Our request, You agree to do all such things as may reasonably be required to assist Us and/or Our supplier(s) to deal with and/or resolve any infringement from time to time.
- 5.4 If a claim of infringement is made by a third party in respect of the Services, We shall (at Our option and expense):
- 5.4.1 procure for You the right to continue to use the Services; and/or
- 5.4.2 modify or amend the Services so that they no longer infringe the third party's Intellectual Property Rights provided that the Services remain capable of performing substantially the same functions and facilities as that originally supplied; and/or
- 5.4.3 replace the Services with other services of similar capability; and/or
- 5.4.4 terminate the Contract.
- 5.5 You must not (and will not authorised any third party to):
- 5.5.1 use any Confidential Information to create any computer software program or other user documentation which is substantially similar to the Materials;
- 5.5.2 reverse engineer, translate, disassemble, decompile, alter or otherwise attempt to derive the source code from any software We supply to You as part of the Services;
- 5.5.3 encumber, time share, rent or lease any of the rights granted to You under the Contract; and/or
- 5.5.4 copy, manufacture, adapt, create derivative works of, localise, port or otherwise modify any Products and/or Materials We supply to You under the Contract and/or the Confidential Information or grant any licence to do any of these things to a third party.
- 6. Domain Names**
- 6.1 If part of the Contract, We will use commercially reasonable endeavours to secure domain names and assign internet address space to You for Your benefit. We will route those addresses on Our/Our suppliers' networks.
- 6.2 You are responsible for any fees relating to any internet addresses allocated to You, for complying with any legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority and for modifying such domain names if You change service providers.
- 6.3 Neither You nor Your users of the Services have the right to route these allocated internet addresses and, on termination of the Contract, Your access to and use of such internet addresses shall terminate.
- 6.4 If You transfer a domain name from another service provider, it is Your responsibility to arrange for the transfer of the domain name to Us and/or Our nominated supplier.
- 6.5 Neither We nor any of Our suppliers guarantee that Your domain name or internet address does not infringe a third party's rights.
- 6.6 Neither We nor any of Our suppliers have any Liability for Your failure to receive the internet address requested or for the infringement of any third party's rights due to Your use of any domain name.
- 7. Access to Your premises**
- 7.1 If We and/or any of Our suppliers need access to Your premises to perform Our obligations under the Contract (including but not limited to any installation, maintenance and/or inspection work), You agree to ensure that the Representatives have access during normal working hours. We will agree with You in advance the time of their visit.

- 7.2 If the Representatives cannot gain access to Your premises at the agreed time, We may charge You for any costs and/or expenses We incur as a result of the failed visit. This may include the payment of charges for the Services as if they had commenced, irrespective of whether that is the case.
- 7.3 We shall have no Liability to You for any failure and/or delay in performing the Services which is as a result of You failing to allow the Representatives access to Your premises.
- 7.4 You are responsible for the health and safety of the Representatives whilst they are on Your premises. You must inform them of any specific health and safety issues, instructions and/or security issues You may have in writing prior to their visit and such requirements must be reasonable in nature.
- 7.5 You agree to prepare the premises before any visit in accordance with Our instructions and allow the Representatives access to any utilities and power supplies they may reasonably require.
- 7.6 You are responsible for obtaining any and all waivers, consents and/or licences which are required in order for You to receive and/or use the Services.
- 8. Your Use of the Services**
- 8.1 You agree to comply with any and all instructions as to Your use of the Services which We may issue from time to time, including but not limited to any acceptable use policy We and/or Our suppliers may issue from time to time.
- 8.2 Your use of the Services must be in accordance with all relevant legislative and regulatory provisions.
- 8.3 You must not use the Services (and shall be responsible for procuring that the Services are not so used):
- 8.3.1 for any purpose other than Your own internal business purposes and as permitted by the Contract;
 - 8.3.2 to make Nuisance Calls;
 - 8.3.3 in a manner which is contrary to any and all applicable legislation in force from time to time;
 - 8.3.4 fraudulently, unlawfully, improperly, immorally or otherwise in breach of any legislation;
 - 8.3.5 to send, knowingly receive, store, upload, download, use or re-use material which is unlawful, abusive, offensive, indecent, defamatory, obscene, menacing and/or which infringes the rights (including but not limited to the Intellectual Property Rights) of a third party;
 - 8.3.6 in a manner which may damage Our reputation, the reputation of any of Our suppliers, the reputation of the Services and/or otherwise bring us, Our suppliers and/or Our Services into disrepute;
 - 8.3.7 in a manner which may result in either Us and/or any of Our suppliers incurring any Liability to a third party;
 - 8.3.8 or act and/or omit to act in anyway which would place either Us and/or any of Our suppliers in breach of any licence, authorisation and/or legal obligation imposed on Us or them. You agree to co-operate fully with both Us and/or Our supplier on request to ensure full compliance with such licences, authorisations and/or legal obligations;
- 8.3.9 in a manner which, in Our opinion, will or is likely to adversely affect the provision of the Services to You, Our other users and/or the other users of Our suppliers and/or which will or is likely to interfere with the provision of Services by Our suppliers; and/or
- 8.3.10 contrary to any instructions We may issue to You from time to time.
- 8.4 If you fail to comply with the above terms:
- 8.4.1 We will send You a warning letter asking that You cease (and/or procure the cessation of) the incorrect use of the Services; and
 - 8.4.2 if You continue to use the Services incorrectly after We send out Our warning letter, either We or Our supplier may suspend and/or terminate the Services. If this happens, We will immediately terminate the Contract without any Liability to You.
- 8.5 If We terminate the Contract, You may still make emergency calls using the Line(s).
- 8.6 If the Services include the provision of a Line, if at any time during the Contract You receive any Nuisance Calls, please report such calls to Freedom Communications (UK) Ltd, Olds Approach, Tolpits Lane, Watford, Hertfordshire, WD18 9RX., 0871 271 3888 or via e-mail at networkservices@freedomcomms.com. We may be able to assist You in resolving such problems in conjunction with Our third party supplier of the Line. Please note that additional charges may be levied by Us and/or Our suppliers for providing such assistance but We will inform You of these in advance.
- 9. Telephone Numbers**
- 9.1 As part of the Services, We may allocate to you a telephone number in respect of the Line. You have no right to sell and/or otherwise transfer that number to any third party without Our prior written consent.
- 9.2 If You are using Your existing telephone number and that number is not connected to Our supplier's network, We may need to perform additional migration work. You undertake to provide Us with any information We may require in order to carry out the migration and accept that migration may delay the commencement of the Services. We shall have no responsibility for any delays in the commencement of the Services due to the migration unless due to Our acts and/or omissions.
- 9.3 If We allocate a telephone number to You for use in conjunction with Services, You agree to comply with any and all instructions as to use which the third party provider of the telephone number may issue from time to time. We will inform You of all such requirements.
- 9.4 We reserve the right to change the number allocated to You if Our contract with the relevant third party terminates and/or Our third party supplier is obliged to change that number.
- 9.5 We will, at Your request, arrange for Your details to be included within directory enquiries and in BT's telephone book for Your area. If You require a non-standard entry, We may charge You for such services. It is Your responsibility to ensure that the information You provide in respect of the telephone book entry is correct.
- 9.6 You must keep confidential and not disclose to any third party Your logins, passwords and other confidential information relating to the dial up service. If a third party

does obtain this information, You are responsible for amending and updating this information. We are not Liable for any loss You suffer due to an unauthorised person using Your access details. We are entitled to rely on and act upon any instructions issued by anyone using Your access details unless You have informed Us of any security breach.

9.7 Where specified in the Contract, We will provide spam filtering and/or virus checking services in relation to email mailboxes supplied under the Contract. However, we do not guarantee the full accuracy and protection of this Service.

10. Faulty Services/Equipment

- 10.1 We cannot and do not guarantee and/or warrant that:
- 10.1.1 the Services will be available 100% of the time;
 - 10.1.2 the use of the Services and/or Equipment will be uninterrupted, secure or error free; and
 - 10.1.3 all calls made by You will be accepted by the telecommunications network which is used in the provision of the Services.

10.2 If you believe that there is a fault with the Services and/or any Equipment, please initially contact the provider of Your analogue direct exchange line. If the fault is traced to the Services, please report the fault to Us on 0871 2713888 or via email at networkservices@freedomcomms.com.

10.3 Please note that We may monitor and/or record calls to Our support desk from time to time to ensure the quality of Our customer services.

10.4 We will use Our reasonable endeavours to repair and/or rectify any reported fault as soon as possible. All reports of faults and/or other concerns with the Services and/or Equipment shall be dealt with in accordance with Our customer service and support policy in force from time to time. A copy of this policy is available on Our website at www.freedomcomms.com

10.5 If We discover that the fault in and/or failure of the Services and/or Equipment is not due to Our acts and/or omissions or those of Our suppliers then You undertake to pay for the work We carry out to establish the cause of the fault at Our then current rates for such work.

10.6 If the Services and/or Equipment are defective or malfunction, You agree to supply to Us any information We and/or Our suppliers may reasonably require to be able to correct any identified problems.

11. Data Protection

11.1 We will be the data controller in respect of any Personal Data we collect in the course of the Contract.

11.2 You must keep Your contact details up to date and promptly inform Us of any changes to that data during the Contract.

11.3 We will comply with all of Our obligations as a data controller under the applicable data protection legislation in force from time to time.

11.4 Personal Data will be used by Us to perform the Contract and to inform You from time to time of any additional services We and/or a member of Our group may provide from time to time which We think may be of interest to You. If You do not want Us to notify You of further services, please contact enquiries@freedomcomms.com.

11.5 We may pass Your Personal Data to other members of Our group and/or to any of Our suppliers and/or members

of Our suppliers' group as required in order to administer and perform the Contract. You undertake to ensure that any and all of Your employees and/or representatives whose Personal Data is passed to Us and/or which We acquire under the Contract have consented to Our use of their Personal Data in accordance with the terms of the Contract. Please note that the information may be transferred outside the European Economic Area to countries which do not have the same data protection legislation in place as within the European Economic Area.

11.6 If You have any queries as to what Personal Data about You We hold and/or Our use of that data and/or You wish to object to the use of Your Personal Data, please contact enquiries@freedomcomms.com. If You refuse to allow either Us and/or Our suppliers to use Your Personal Data it may affect Our ability to fulfil the Contract and We shall have no Liability to You for such failure.

12. Charges

12.1 We shall charge you for the Services monthly in arrears based on your usage during that month and using the pricing tariff set out in Your Service Agreement. We will also charge You rental for the Line and/or any other monthly charges set out in the Contract monthly in advance. Please be aware that Your first bill for line rental may be for multiple months if the Services commence part way through a month. All charges are exclusive of VAT for which You shall also be liable.

12.2 We will charge You for your total recorded usage of the Services regardless of whether You have used the Services or someone else has (whether they have Your consent to do so or not).

12.3 Our standard terms of payment are 14 days from the date of Our invoice. Payment may be made either by direct debit, or where We agree, by cheque. Acceptance of payment by cheque is at Our sole discretion. In the case of payment by cheque, cleared funds must have reached our account within 14 days of the date of our invoice. Time for payment is of the essence.

12.4 In the event of non-payment of any invoice which was to be paid by cheque which is not the subject of a bona fide dispute You will, complete a direct debit form and make payment immediately.

12.5 All invoices will be sent to Your contact address as listed in the Service Agreement unless You inform Us of any change in Your billing address in writing.

12.6 If You fail to make payment by the due date We may, without prejudice to any other rights or remedies We may have, charge interest (both before and after judgment) on the amount unpaid at whichever is the greater of the rate of 4% above the base rate from time to time of Our bank, compounded with monthly rests, or the rate of interest prescribed by law.

12.7 You shall pay all sums due to Us without any set-off, deduction, counterclaim and/or any other withholding of monies. Any dispute over the charges must be notified to Us within 14 days of the date of the issue of the relevant invoice but You must still pay the invoice in full unless it is subject to a bona fide dispute.

12.8 If payment in full is not made to Us when due then We may suspend performance of the Services until such time as We receive payment in full in cleared funds of all monies owed to Us. If We suspend the Services, You will only be entitled to make emergency calls using the Line.

12.9 If at any time We omit to charge You for something in an invoice, We may invoice You for the omitted charges at

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- any time up to 24 months after the date the charge was incurred.
- 12.10 We may vary Our call charges and/or Line rental charges from time to time if Our supplier(s) alter their charges to Us. We will use Our reasonable endeavours to inform You in writing of any increases in charges for the Services at least 30 days before such increase takes effect (where possible).
- 12.11 You may cancel without Liability any Contract in relation to which the charges are to be increased provided that the notice of cancellation is received by Us before the increase becomes effective.
- 12.12 If You do not cancel the Contract within the specified time period then the charges increase shall take effect for the Services used by You.
- 12.13 If You increase the level of Services You take from Us at any time, We will agree with You the additional charges which may apply as a result.
- 13. Confidentiality**
- 13.1 You must not directly and/or indirectly use and/or disclose the Confidential Information except in the proper performance of the Contract.
- 13.2 The obligations of confidentiality and non-use set out above shall continue indefinitely except they shall not apply to information:
- 13.2.1 which You can prove by documentary evidence produced within 28 days of disclosure was already in Your possession and at Your free disposal prior to disclosure by Us;
- 13.2.2 which You can prove by documentary evidence produced within 28 days of disclosure was developed by You without reference to any of the Confidential Information;
- 13.2.3 which is after the date of the Contract disclosed to You without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so;
- 13.2.4 which is or becomes generally available to the public in printed publications through no default and/or omission on Your part; or
- 13.2.5 to the extent it is required to be disclosed by law and/or the rules of any recognised stock exchange and/or regulatory authority on condition that You give Us as much advance notice of such disclosure as possible.
- 13.3 At Our request, made at any time during the course of the Contract and in any event upon termination of the Contract for whatever reason, You will deliver up to Us or at Our option destroy any and all materials containing the Confidential Information in whatever medium which is in Your possession, power or control.
- 13.4 You will be liable under the Contract for the acts and/or omissions of any agent, employee or sub-contractor as if they were Your own acts and/or omissions under this Agreement.
- 14. Suspension of Services**
- 14.1 We reserve the right to suspend the Services and/or disconnect any Mobile Devices without any Liability to You:
- 14.1.1 if You are in breach of the Contract;
- 14.1.2 if Our supplier suspends the provision of the Services to Us;
- 14.1.3 for operational reasons, including but not limited to the maintenance of and/or alterations to the Services and/or in an emergency (provided that, in such cases We will give You as much advance notice of the suspension as possible);
- 14.1.4 if We have reasonable grounds to believe You are or have been involved or connected with criminal activity or other activity which is detrimental to Us and/or Our Suppliers; and
- 14.1.5 if there is any technical failure, modification to and/or maintenance of the telecommunications network through which We provide the Services (such right to be exercisable by Us during the period of the failure, modification and/or maintenance).
- 14.2 If the Services are suspended due to Your acts and/or omissions, You must pay to Us all reasonable costs and expenses incurred in the implementation of such suspension and/or the recommencement of the suspended Services.
- 15. Termination**
- 15.1 Subject to the rights of early termination as set out in clause 16.3 below, this Contract shall be for the Contract Term. After the expiry of the Contract Term, the Contract shall continue as an annual rolling agreement until such time as one party serves 90 days' written notice to terminate on the other party - such notice to expire either at the end of the Contract Term or any 1 year extension period. The parties may jointly agree variations to the Contract to govern any extension period including but not limited to price. If the contract is terminated by You during the contract term or further annual periods You will be liable for all outstanding charges (rentals and calls) for the whole period of the contract and these charges will be due for payments immediately.
- 15.2 If You terminate the Contract, please note that You will continue to pay for any calls You make at the rate then charged by Your analogue exchange line provider.
- 15.3 If You:-
- 15.3.1 fail to make any payment to Us when due;
- 15.3.2 breach the terms of the Contract and, if the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
- 15.3.3 persistently breach any one or more terms of the Contract;
- 15.3.4 are declared or become insolvent or bankrupt, have a moratorium declared in respect of any of Your indebtedness, enter into administration, receivership, administrative receivership or liquidation or threaten to do any of these things, take or suffer any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by You or by any other person in respect of any of these circumstances;
- 15.3.5 appear to Us due to Your credit rating to be financially inadequate to meet Your obligations under the Contract; and/or

- 15.3.6 appear reasonably to Us to be about to suffer any of the above events;
- then We shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 15.4 below.
- 15.4 If any of the events set out in clause 15.3 above occurs in relation to You then:-
- 15.4.1 We may suspend the Services;
- 15.4.2 We may terminate without Liability to You the Contract and any other contract We may have with You;
- 15.4.3 all monies owed by You to Us for Services provided up to the point of termination shall immediately become due and payable;
- 15.4.4 You will allow Representatives into Your premises to remove any Equipment;
- 15.4.5 if the Contract is terminated by Us in accordance with clause 15.3 above, You will pay to Us a sum as compensation for the loss of revenue We will suffer due to the early termination of the Contract. The compensation sum shall be 75% of Your previous month's charges (including line rental) multiplied by the number of months remaining of the Contract Term (if the Contract is terminated within the Contract Term) or by the number of months remaining in any extension period.
- 15.5 If the Contract terminates other than as a result of us exercising Our rights under clause 15.3 above:
- 15.5.1 If You have paid Your Line rental for a period which expires after the termination date, We will refund to You a proportion of the Line rental; and
- 15.5.2 You must pay for all usage of the Services up to and including the date of termination.
- We may offset any monies owed by You to Us from any line rental payments which We are due to refund to You in accordance with clause 15.5.1 above.
- 15.6 If the Contract is terminated, the Services will cease and the Line disconnected unless You make provision with an alternative provider to take over the Services.
- 15.7 On termination of the Contract, You must promptly return all SIMs to Us. If You fail to do so, We may enter any of Your premises and recover the SIMs. If necessary, We may detach and/or separate the SIMs from anything to which they are attached and/or into which they are incorporated.
- 15.8 Without any Liability to You, We may terminate the Contract if one of Our suppliers terminates its contract with Us for any reason and this means that We cannot provide the Services to You.
- 15.9 All cancellation of services should be in writing and sent recorded delivery to the address as stated on the front of the order form.
- 16. Liability**
- 16.1 You agree to indemnify and keep Us indemnified against any and all Liability suffered by Us and arising from or due to:
- 16.1.1 Your failure to comply with the terms of the Contract, including but not limited to any
- Liability We incur to third parties as a result; and
- 16.1.2 any claim by a third party that Your use of any equipment which has not been supplied by Us infringes any third party's rights.
- 16.2 We shall have no Liability to You for any:-
- 16.2.1 consequential losses and/or indirect losses;
- 16.2.2 loss of profits and/or damage to goodwill;
- 16.2.3 pure economic and/or other similar losses;
- 16.2.4 aggravated, punitive and/or exemplary damages;
- 16.2.5 special damages and indirect losses;
- 16.2.6 Toll Fraud;
- 16.2.7 loss of and/or corruption of data; and/or
- 16.2.8 business interruption, loss of business, loss of contracts, loss of opportunity and/or production.
- 16.3 You shall be under a duty to mitigate any loss, damage, costs or expenses that You may suffer.
- 16.4 Our total Liability to You in relation to any one claim or series of linked claims shall not exceed 115% of the fees and charges paid by You to Us for the Services in the relevant 6 month period. For the purposes of this Clause relevant 8 month period means the 6 months immediately prior to the first acts and/or omissions giving rise to the Liability.
- 16.5 Each of the limitations and/or exclusions shall be deemed to be repeated and apply as a separate provision for each of:
- 16.5.1 Liability for breach of contract (including fundamental breach);
- 16.5.2 Liability in tort (including negligence);
- 16.5.3 Liability for breach of statutory duty; and
- 16.5.4 Liability for breach of Common Law.
- except clause 16.4 above which shall apply once only in respect of all the said types of Liability.
- 16.6 Nothing in this Contract shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 16.7 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- 16.8 No advice or information given by Us and/or any of Our Suppliers shall create a warranty and/or representation.
- 17. General**
- 17.1 No waiver by Us of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 17.2 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 17.3 We shall have no Liability to You for any delay in performance of the Contract to the extent that such delay is due to any events outside Our reasonable control

including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor and/or supplier delays, failure of any telecommunications networks, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

- 17.4 Any notice under the Contract shall be in writing and sent recorded delivery and shall be deemed to have been duly given if sent or delivered to the party concerned at the address set out in the Service Agreement or such other address as that party may from time to time notify in writing.
- 17.5 Neither party shall assign, transfer and/or sub-licence their interest in the Contract (or any part) without the other parties written consent, not to be unreasonably withheld or delayed.
- 17.6 You agree to consent to the novation of the Contract from Us (whether in whole or in part) to one or more of Our third party suppliers if Our contract with the relevant third party supplier terminates. You agree to do all acts and sign all documents required by Us and/or Our Supplier(s) (where relevant) to assist in the transfer of the Contract.
- 17.7 In providing the Services to You, We may sub-contract all or part of Our obligations to a third party supplier. In such cases, the Contract will be exclusively between You and Us. You accept there is no contractual relationship between You and any of Our Suppliers. All of Your rights and remedies under the Contract will be against Us.
- 17.8 You agree to do all acts and/or things and execute all documents and/or deeds required to give effect to the terms of the Contract.
- 17.9 All third party rights are excluded and no third party shall have any right to enforce the Contract. This shall not apply to Our suppliers and members of Our group from time to time who shall, subject to Our consent, have the right to enforce the Contract as if they were Us. Any right of a third party to enforce the Contract may be varied and/or extinguished by agreement between the parties to the Contract without the consent of such third party.
- 17.10 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

TERMS AND CONDITIONS for indirect access, carrier pre-selection and line rental.

THE FOLLOWING TERMS AND CONDITIONS SET OUT THE ENTIRE AGREEMENT BETWEEN YOU AND FREEDOM COMMUNICATIONS (UK) LTD RELATING TO THE USE OF FREEDOM COMMUNICATIONS (UK) LTD SERVICES. BY USING ANY FREEDOM COMMUNICATIONS (UK) LTD SERVICES YOU AGREE TO COMPLY WITH THIS AGREEMENT.