

Terms & Conditions of Service

THE SCHEDULE for the InBound, NGNS, Geographic, Non-Geographic, Primary Rate Service(s)

This Schedule and the Master Service Agreement for the provision of telephony services forms the contract for the service(s) supplied the by the supplier to the customer.

0.0. The definitions in the Master Service Agreement shall apply to this Schedule unless expressly stated otherwise.

1. Provision of Services

- 1.1. Subject to the provisions of paragraphs 1.6 and 3.1 the Supplier shall use reasonable endeavours to provide each of the Services acquired by the Customer within 20 working days (unless otherwise expressly agreed in writing and signed by a Director of the Company on the Customer's Order form) from the date when an order relating to such Service becomes an Accepted Order on the proviso that this time frame is intended to be an estimate only and it shall not be made of the essence by notice and any failure to provide the Services within this timeframe will not constitute a breach of this contract.
- 1.2. If the Customer reports a fault on a Line or with the Service the Supplier will make commercial endeavours to resolve the fault promptly in line with a competent telecommunications operator offering such services in the United Kingdom provided that the fault has arisen from normal use of the Equipment or Service.
- 1.3. The Supplier cannot be held responsible for any fees or charges imposed by another Network Operator or service provider and the Customer agrees to indemnify and hold the Supplier harmless against any claims, actions, proceedings, losses, damages, out of pocket expenses and costs (including without limitation court costs and reasonable legal fees).
- 1.4. The Supplier may change the conditions or service levels relating to a Service in order to reflect contractual changes imposed by its suppliers (including without limitation with BT) or any decision, request by or change in the regulatory regime by the relevant regulatory authorities.
- 1.5. The Supplier may have to sub-contract certain elements of the Services to third party telecommunications providers. Whilst the Supplier will endeavour to comply expediently with all its obligations with any regulatory processes, the Supplier cannot warrant such compliance by the third party telecommunication provider and therefore cannot offer any guarantees that your application for those Services will be successful or the quality of the service to be provided by that third party telecommunication provider. The Customer acknowledges that delivery of the Services may be dependant on the actions of BT and/or any other Network Operator or telecommunications or services providers and that the Supplier cannot therefore be liable for any faults or delays or interruptions to the Service caused by third parties or events outside the Supplier's control.
- 1.6. The Supplier may need to cancel your Contract if a third party telecommunication provider rejects your application or the Customer's current telecommunications provider demonstrates a legal and valid reason for not cancelling their current provision of services to the Customer.
- 1.7. The Supplier shall, on one (1) week's written notice to the Customer, be entitled to delete any CLIs which have not been used in a Service used by the Customer in the previous six (6) months except where the CLIs were provided under the Line Rental or WLR or LineSave Services.
- 1.8. The Supplier shall be entitled to record any or all telephone calls made by the Customer or any End User to the Supplier in order to monitor the quality of the support or the service provided or for training purposes.
- 1.9. The Supplier at its sole discretion reserves the right to remove any Services provided to the Customer or any Number if at any time the Supplier is requested to do so by a competent authority or by a Network Operator or the Supplier has reasons to believe the Customer is using the Service in a way which in the opinion of the Supplier may be detrimental to the Supplier.
- 1.10. From time to time the Supplier may need to substitute the ordered Inbound Number for an alternative Inbound Number prior to the Start Date and in such event will advise the Customer accordingly before the Start Date.
- 1.11. Where Number Portability is required to provide the Service to the Customer, the Start Date is dependent on the actions of third parties and/or events outside the Supplier's control. In these situations the Supplier will use reasonable endeavours to supply the Service within the normal connection timescales of competent telecommunications service providers however the Customer acknowledges that delivery of the Services may be dependant on such aforesaid factors and that the Supplier cannot be held liable or accept any responsibility for faults or delays or interruptions in being able to provide Number Portability
- 1.12. The Services are supplied subject to the Supplier receiving full and uninterrupted service from its Network including without limitation the risk of imposed prefix or number changes. In particular the Supplier is unable to guarantee that the Customer will be able to access the Service by using the Number via any overseas Networks and/or telecommunications systems or that any such overseas Networks and/or telecommunications systems will work in conjunction with the Service.
- 1.13. If a Number is withdrawn by OFCOM or PhonepayPlus or any other government institution or any of our telecommunication suppliers for reasons beyond our control we reserve the right to recover the Number(s) associated with the Inbound Service from you immediately and will use our reasonable endeavours to supply you with another Inbound Number.

2. Use of Services

2.1. The Customer must not use a Service or allow or permit any End User to use the Service:

- 2.1.1. in a way that does not comply with the terms of any legislation or any codes of practice, statements of application, regulations or any licence or authorisation applicable to the Customer or End User (as appropriate) including without limitation the Communications Act 2003, any rules laid down by OFCOM and PhonepayPlus from time to time or that is in any way unlawful or fraudulent or to the knowledge of the Customer or End User has any unlawful or fraudulent purpose or effect;
- 2.1.2. in connection with (without prejudice to the generality of paragraph 2.1.1 above) the carrying out of fraud or a criminal offence against any public telecommunications operator;
- 2.1.3. in any way that constitutes Artificial Inflation of Traffic;
- 2.1.4. in a way that in the Supplier's reasonable opinion could materially affect the quality of any telecommunications service or other service provided by the Supplier or any third party;
- 2.1.5. 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;
- 2.1.6. for storing, reproducing, transmitting, communicating or receiving any offending material;
- 2.1.7. to hack into or disrupt any aspect of the Supplier's Inbound Service or the Portal;
- 2.1.8. to obtain unauthorised access to any computer or service, or to circumvent, or attempt to seek to circumvent, any of the security safeguards of the Supplier's Inbound Service, its Website, the Portal or the Network or any of our suppliers' services, websites, portals or networks.
- 2.1.9. fraudulently or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement;
- 2.1.10. contrary to instructions that the Supplier may give to the Customer;
- 2.1.11. to obtain access, through whatever means, to notified restricted areas of the underlying network;
- 2.1.12. 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 of the Services or to adversely affect any other customers of the Supplier or of any its suppliers;
- 2.1.13. in any way which is unlawful, facilitates illegal activity, promotes unlawful violence, harmful, defamatory, obscene, infringing, racially or ethnically offensive, discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or causes any damage or injury to any person or property;
- 2.1.14. 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; or
- 2.1.15. in a way which (in the reasonable opinion of the Supplier) brings the name of the Supplier into disrepute, or which places the Supplier in breach of the Act.

3. Obligations of the Customer

- 3.1. The Customer shall ensure that any other legally binding contract or contracts with other service providers for the provision of the Inbound Service or any similar product which are valid and existing or that would prevent the Supplier providing the Services, or that could incur costs to the Supplier, are validly terminated prior to entering into any Contract for the Services.
- 3.2. The Customer shall ensure that any features available on the Customer's telephone Line provided by any other service provider or Network Operator that could hinder or adversely affect the quality of or the Supplier's ability to supply the Service is disabled prior to the installation of the Service by the Supplier.
- 3.3. The Supplier cannot be held responsible for any fees or charges imposed by another Network Operator or service provider and the Customer agrees to indemnify and hold the Supplier harmless against any claims, actions, proceedings, losses, damages, out of pocket expenses and costs (including without limitation court costs and reasonable legal fees) suffered by the Supplier due to the Customer's failure to adhere to paragraph 3.2.
- 3.4. You may be assigned a username and/or password in order to receive the Inbound Services. You are responsible for maintaining the confidentiality of any username and/or password that may be so assigned to you. The Customer is responsible for all acts or omissions or activities that occur under this username and/or password during any access of the Service whether or not through the Portal or the Website), whether or not the username and/or password has been used unlawfully by a third party.
- 3.5. You must notify the Company immediately if you become aware of any unauthorised use of your username and/or password or if you believe that the username and/or password is no longer confidential. The Company reserves the right to require the Customer to alter its username and/or password if it believes that they are no longer secure. The Company may not share with or transfer to any third party its username and/or password. The Customer may choose any name as its username but vulgar or offensive names will constitute a breach of these terms.

4. Telephone Numbers, Codes and Directories

- 4.1. Where the Supplier allocates telephone numbers including without limitation Inbound Numbers, Geographic Numbers, Non-Geographic Numbers and Premium Rate Numbers to the Customer, the Customer will not acquire any rights whatsoever in such telephone numbers. The Customer will not apply for registration of the telephone numbers as part of a trademark.
- 4.2. Subject always to the provisions of paragraph 1.9 the Supplier will not be obliged to comply with any request for Number Portability unless and until you have fully complied with all your obligations under the Agreement (including without limitation payment of all Charges due and payable) which, in the event of cancellation within the Minimum Period or the Renewal Period (if any) will include an Early Termination Fee.
- 4.3. The Supplier does not accept any liability for claims, losses, damages, expenses and costs relating to the Customer's inability to use or to continue use of a particular telephone number.

5. Inbound Numbers Provisioning
 - 5.1. The Customer shall provide to the Supplier any relevant account and CLI numbers that may be required by BT or any other telephone line provider or Network Operator required by the Supplier to supply the Service.
 - 5.2. The Customer acknowledges that the Supplier cannot process the provision of the Service until such information is provided.
 - 5.3. The provision of the Service requires that BT or any other Network Operators need to undertake programming at telephone exchange level. Accordingly, it is agreed that any act, default or delay by BT or any other such Network Operators in carrying out such programming or otherwise relating to or affecting the telephone service shall not be the responsibility of the Supplier.
 - 5.4. The Service types offered by the Supplier and covered by this Agreement and Schedule are:
 - 5.4.1. Inbound Numbers and Inbound Services
 - 5.4.2. NGNS
 - 5.4.3. Geographic Numbers
 - 5.4.4. Non-Geographic Numbers
 - 5.4.5. Premium Rate Numbers and [Premium Rate] Services
 - 5.4.6. and any other Service or product as offered on the Order and confirmed in the Accepted Order ancillary to the above Services including the services of Portal Rental, Line Rental and Number Rental, Advanced Statistics, Call Recording, Voicemail, Call Whisper, Auto Attendant and IVR Reporting Services.
 - 5.5. If the Customer has chosen the Inbound Services, then the Supplier will use all reasonable commercial endeavours to ensure that it will route all calls that can be routed via the Network but the Supplier is not responsible and cannot be held liable for the actions of BT or any other third party Network Operators or telephone line providers or the Customer's deliberate or otherwise [misuse of the Service] which result in calls routing incorrectly to the wrong destination number, and the Supplier shall not be liable for any claims, actions, proceedings, losses, damages, expenses and costs incurred by the Customer for any calls not arriving at the destination number.
 - 5.6. The Service does not include the Customer's telephones or other equipment that may be necessary in order to receive the Services. The telephones and other equipment required can be supplied by the Supplier as a separate Service.
 - 5.7. Whilst we provide any of the Services to you, you irrevocably authorise us to act on your behalf in all dealings with BT or any other Network Operator or service provider in order to arrange and continue to supply the Service(s).
6. Equipment
 - 6.1. The use of computing equipment and/or computer software owned and/or controlled by the Supplier (including computer networks and systems accessed via the Network) is permitted for bona fide purposes and is subject to authorisation by the Supplier.
 - 6.2. Unauthorised or improper use of the Services and/or the Equipment is a breach of this Agreement and may give rise to withdrawal of the facilities and/or proceedings under the Computer Misuse Act 1990.
7. Duration and Termination
 - 7.1. Without prejudice to any other rights or remedies of the Supplier and where applicable having regard to the provisions of paragraph 8.23, the Supplier may terminate this Agreement or terminate or suspend any of the Services to be provided under this Agreement with immediate effect if:
 - 7.1.1. the Customer's existing telecommunications service provider or BT has validly refused the Customer's application to cancel the Customer's existing contract with such provider; or
 - 7.1.2. the Customer uses the Service in any way which the Supplier considers at its absolute discretion, to be inappropriate, illegal, fraudulent or improper.
 - 7.2. The Customer shall be responsible for paying all Charges accrued until and during any such period of suspension (including without limitation in relation to Charges in respect of Line Rental and or Number Rental of the Service).
 - 7.3. In the event that the Customer seeks to terminate the Contract for any reason other than permitted by virtue of the provisions in this paragraph 7 or clause 6 of the Master Services Agreement whether before or after the Start Date, the Supplier shall at its sole discretion be entitled to accept such termination provided that it shall be entitled to:
 - 7.3.1. charge and the Customer agrees to pay, a termination fee equivalent to 50% of the Customer's average monthly call spend charges for the Inbound Service multiplied by the number of whole or part months remaining of the Minimum Term or the Renewal Period which is applicable; and
 - 7.3.2. charge and the Customer agrees to pay, a cancellation charge equivalent to 12 months Rental of any of the Services in respect of rental provided in the Customer's Order.
 - 7.4. In the event that the Supplier terminates this Agreement in accordance with the provisions of paragraph 7.1 or clause 6.3 of the Master Service Agreement or the Customer seeks to terminate and the Supplier accepts such termination in accordance with the provisions of paragraph 7.3 or clause 6.7 of the Master Service Agreement, the Customer shall in addition to the costs referred to in paragraph 7.3 or clause 6.7 of the Master Service Agreement (if applicable) whichever is the greater, pay to the Supplier the Early Termination Fee.
8. Charges and payments
 - 8.1. The Customer shall pay to the Supplier all Charges and other sums due under this Agreement without set off, deduction or counterclaim.
 - 8.2. The Supplier may amend its Prices upon which Charges are based at any time during the Term by not less than thirty (30) days notice, such Prices to be published on its website at [www.acuitynetworks.co.uk]. The Supplier will only amend the Charges payable by you for valid reasons, such as;

- 8.2.1. an increase or decrease in tariff access rates or other new charges or changes in charges levied on the Supplier by the Network Operator, as a result of changing regulatory or legal requirements; market conditions; changes in technology or our systems capabilities or which in the Supplier's opinion are commercially necessary to enable us to provide the Services to you. This includes the ability to separately make a charge for Services that were at the time the Customer entered into this Agreement included in the Service as free. In the event that any increase in the Charges for the Services is in excess of 10 % of that originally proposed for the same Services, then the Customer may serve notice to terminate this Agreement within (14) days of such notice of increase in the Charges. Notwithstanding the aforementioned the Supplier shall be entitled to increase the Charges for whatever reason at the start of each Renewal Period upon thirty (30) days' prior notice to the Customer, such particulars of the increase being given via the Companies website.
- 8.3. The Customer shall pay to the Supplier the Charges which for all calls and for traffic routed via the Network shall be priced using a rate per minute or part thereof as set out in the Price List.
- 8.4. All amounts payable to the Supplier in respect of the Services are quoted exclusive of Value Added Tax or any other applicable taxes which may from time to time be levied and such Value Added Tax and any other such applicable taxes shall be itemised separately on all invoices and bills and be payable by the Customer in addition to, and at the same time as, any Charges.
- 8.5. All Charges shall be calculated by reference to data recorded or logged by the Supplier and not to data recorded or logged by the Customer and the Supplier's CDR's shall be prima facie evidence of call parties, call time and call duration in relation to any particular call and shall be accepted as such save in the case of manifest error by the Supplier. For the avoidance of doubt it is agreed that the Customer has to pay for all calls using the Service, even though the call originated was unauthorised i.e. the person, End User, or Customer which initiated the access did so using premises, equipment, or facilities, or security access code, etc or knowledge of the Customer, but was not authorised to use such premises, equipment, facilities or security access code or knowledge for such purpose.
- 8.6. The Supplier may in a separate invoice make claims for any Backdated Charges. Any such Backdated Charges must be made within six months of the date that the Backdated Charges arose.
- 8.7. The Supplier reserves the right to charge the Customer for any payphone access levy incurred by the Supplier during the provision of the Number Translation Service to the Customer and its customers. The relevant Charges are shown in the Price List.
- 8.8. The Supplier shall be entitled to levy a monthly rental fee for any Equipment provided by the Supplier, as agreed with the Customer.
- 8.9. The Supplier shall be entitled to levy the Installation Costs for any Equipment or the Services as outlined in the Order.
- 8.10. If Charges are ascertainable in advance the Supplier shall have the right to invoice the Customer in advance prior to the Services being provided. In respect of any unascertainable future charges the Company has the right to request that the Customer provides a reasonable security deposit and the provisions of clause 9.1 of the Master Services Agreement shall apply.
- 8.11. Certain of the Services (e.g. diverts to mobile telephones or to international telephone numbers) will incur additional costs which are outside the control of the Company. Where any such charges mean that the charges to the Company are increased then the Company shall have the right to increase the Charges pursuant to the provisions of clause 7.2 of the Master Service Agreement.
- 8.12. The Company reserves the right to make a minimum usage charge for any Inbound Numbers on reasonable notice. Such charges will not exceed those set out in the Price List at the time the imposition of the charge is intended to take effect.
- 8.13. All calls received as part of the Inbound Service will have a minimum call charge of 1 pence per call unless stated otherwise in the Company's Price List. All calls received as part of the Inbound Service from payphones could be considerably more and any charges levied as a result will be fully chargeable to the Customer.
- 8.14. All calls received as part of the Inbound Service from a payphone will be charged at the greater of 14 pence per minute or subject to clause 7.2 of the Master Service Agreement as may be stated on the Price List from time to time.
- 8.15. If the Customer seeks to change a Target Number for any Access Numbers the Customer will be charged a fee of up to £10.00 for each Target Number changed where this change has been undertaken by the Company and not the Customer.
- 8.16. If the Customer requires any training in relation to the use of Portal, the Company has the right to charge the Customer £100 per hour or pro rata for any part thereof. Such rate may change pursuant to the terms of the Master Service Agreement.
- 8.17. The Company has the right to make an administrative charge if any of the following circumstances arise as a result of a Customer's request:
- 8.17.1. To change the Service; or
- 8.17.2. to change a Number or
- 8.17.3. to change a Number where there is a consequential change of a Network Operator as a result or
- 8.17.4. to transfer a Number to another customer of the Supplier.
- 8.18. Except where stated, the Supplier shall invoice the Customer each calendar month for all Call Charges due and any other sums due for the prior calendar month under this Agreement.
- 8.19. Except where stated otherwise, the Supplier shall invoice the Customer in advance for all Rental charges due under this Agreement.
- 8.20. Except where stated otherwise, the Supplier shall invoice the Customer upon activation of the Service for all Installation Costs, any one off charges as referred to in the Order and any Equipment charges due under this Agreement.
- 8.21. All payment is due seven (7) days after the date of the relevant invoice, and shall unless agreed in accordance with the provisions of paragraph 8.26 be paid by direct debit into the Supplier's nominated bank account from time to time. Time shall be of the essence in respect of such payments and payment shall be deemed to have been made at the time when cleared funds are available in the Supplier's bank account.
- 8.22. Charges shall accrue from the Start Date.

- 8.23. Where the Supplier has previously expressly agreed in writing with the Customer, the Supplier will allow the Customer to accumulate unpaid Charges up to a maximum of an agreed credit limit which the Customer agrees in writing with the Supplier. In the event that at any time unpaid Charges exceed the credit limit the Supplier shall be entitled, at its option, to:
- 8.23.1. suspend provision of the Services on written notice with immediate effect; and/or
 - 8.23.2. request an immediate payment on account by the Customer; and/or
 - 8.23.3. issue an interim invoice.
- 8.24. Any interim invoice issued under this paragraph shall be payable by the Customer within seven (7) days of the date of issue. Should the Customer fail to pay an interim invoice when due or make any payment on account agreed with the Supplier within seven (7) days of being requested to do so by the Supplier, the Supplier will be entitled to suspend the Services without notice until such time as payment is made in full.
- 8.25. In the event of the Supplier disconnecting the Services as a result of non-payment of any of the Charges and/or any other sums due or as a result of any other of breaches by the Customer under this Agreement, a further charge of £50.00 plus Value Added Tax will be added to the Customer's account for administration purposes.
- 8.26. All payments in respect of the Charges and/or any other sums due under this Agreement will be made by direct debit only unless the Customer has the express written prior agreement of the Supplier to pay by an alternative method. Any payments by any other method will incur an administration fee of £15 per payment. If a direct debit payment is dishonoured or cancelled the Supplier will be entitled to pass on to the Customer an administration fee of £50 plus any additional third party charges incurred by the Supplier. The Supplier will also be entitled to charge the Customer a monthly administration fee of £50 for each month in which Customer's direct debit is dishonoured or not re-instated following cancellation.
- 8.27. The Supplier may charge interest on all overdue amounts from time to time on a daily basis at a rate of five percent (5%) per annum above the base lending rate of Barclays Bank Plc from time to time, to run from the due date of payment until receipt by the Supplier of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.
- 8.28. The Supplier may at any time review and/or adjust the amount payable by the Customer by direct debit to ensure that it is sufficient to cover the Charges and you irrevocably authorise us to change your direct debit instruction accordingly.
- 8.29. The Customer shall be responsible for paying all Charges incurred during any such period of suspension (including without limitation in relation to Charges in respect of any Rental).
- 8.30. Should any unforeseen circumstances cause an interruption to the CDR's and the Supplier is unable to provide an accurate itemised schedule of calls, the Customer agrees to pay to the Supplier by direct debit a fixed amount for each billing period affected by the interruption, which the Supplier will calculate based on your estimated annual usage, or your actual use in the previous six months or such other period which we believe best represents your use.
- 8.31. The Company reserves the right to make a Charge for any renewal of the services of any Inbound Number and/or the Inbound Service. Such Charge will be that set out in the Company's Price List at the time the Customer elects to renew the said services.
- 8.32. The Customer acknowledges that new tariffs for international fixed and mobile telephone calls termination are set each month to follow market rates and changes on the charges levied upon the Supplier. These tariffs will be reflected immediately in your charges pursuant to clause 7.2 of the Master Services Agreement. The applicable international and mobile rates are published in the Price List at www.acuitynetworks.co.uk.
9. Revenues and Rebates
- 9.1. Subject to paragraph 9.2 The Customer shall be entitled to receive a Revenue Rebate from the Company based on the number of minutes of call time generated by the use of an Access Number that in turn generates a rebate recorded in data supplied to the Company by a Network Operator which data shall be conclusive for the purpose of calculating Revenue Rebate.
- 9.2. There shall be no obligation upon the Company to the Customer to give a Revenue Rebate if the Revenue Rebate due in any quarter is less than £5.00.
- 9.3. The rate at which the Revenue Rebate shall be paid is that rate in the Price List or such other rate as is expressly agreed in the Order. The Customer acknowledges that new rates may be levied if the rates received by the Supplier adversely change. These rates will be reflected immediately in the calculation of your Revenue Rebate pursuant to clause 7.2 of the Master Services Agreement. The applicable rate for calculating the Revenue Rebate will be published in the Price List at www.acuitynetworks.co.uk.
- 9.4. The Company shall pay the Revenue Rebate to the Customer or credit the Customer's account with the Revenue Rebate within 30 days of the invoice provided by the Customer provided that such invoice is received within three months of the date of the Revenue Statement.
- 9.5. The Company shall be entitled to set-off any sums due in relation to the Revenue Rebate against any sums due by the Customer to the Company and shall not be liable to pay any Revenue Rebate:-
- 9.5.1. whilst the Services are suspended pursuant to clause 10.1 of the Master Services Agreement;
 - 9.5.2. if the Company suspects the Customer has increased its entitlement to a Revenue Rebate by fraudulent or improper means including but not limited to Artificial Inflation of Traffic;
 - 9.5.3. if the Supplier has not received the corresponding payment from the Network Operator;
 - 9.5.4. If the Customer does not invoice the Company within three months of the date of the Revenue Statement.
10. CLI and Data Protection
- 10.1. The use of any information, including CLI, may be subject to (and therefore the Customer shall comply with) the Data Protection Act 1998, EU Data Protection Directives and The Telecommunications (Data Protection and Privacy) Regulations 1999.
- 10.2. Information that the Customer provides to the Company about private individuals relevant to Company's dealings with the Customer will be stored within the Company's computer systems and manual systems.

- 10.3. For the purpose of the Data Protection Act 1998 ("the Act") the Company needs to specify the purposes for which it will use that information. It will of course only use it for legitimate purposes, including:
 - 10.3.1. Communicating with the individuals concerned as necessary in connection with the Customer's dealings with Company.
 - 10.3.2. Communicating with the Customer in connection with the Company's services generally;
 - 10.3.3. Providing it to third parties as required by the Customer or the law or as necessary in connection with the Customer's dealings with Company (including for inclusion in publicly available directories). Those third parties may be outside the European Economic Area.
- 10.4. By giving the Company that information the Customer consents to the Company holding using and disclosing it for those purposes.
- 10.5. The Supplier reserves the right to withhold CLIS if it believes that the Customer has failed to comply with this paragraph 10 or the Supplier receives a complaint from any relevant authority.

11. Customer Responsibilities

- 11.1. The Customer shall at all times:
 - 11.1.1. ensure insofar as is possible that the Numbers are not used in any unlawful, improper or damaging manner.
- 11.2. Where the Customer's Order includes an order for a Premium Rate Number the Customer shall also:
 - 11.2.1. provide the Company with an accurate description of the Premium Rate Service it intends to provide;
 - 11.2.2. prior to providing the Premium Rate Service ensure that it obtains all necessary licences, authorities and approval from ICSTIS, OFCOM and any other regulatory body relevant to the Premium Rate Service and thereafter maintains such licences, authorities and approval for the duration of this Agreement.
 - 11.2.3. Upon request provide the Company with written evidence of such licences, authorities and approval;
 - 11.2.4. Notify the Company immediately of any intention on the part of the Customer to change the nature of the Premium Rate Service and obtain the Company's agreement in writing to the proposed change prior to providing the new Premium Rate Service;
 - 11.2.5. Ensure the Premium Rate Service:
 - 11.2.5.1. Complies with all relevant legislation, regulations, guidelines and codes of practice;
 - 11.2.5.2. Does not include any material which is defamatory, offensive, indecent, threatening or likely to bring the Company into disrepute by virtue of its connection with the Customer;
 - 11.2.5.3. Does not refer to the Company or the Network Operator without their prior approval in writing.
- 11.3. The Premium Rate Service may be monitored from time to time by the Company in order to ensure compliance with the terms and conditions of this Agreement or by the Network Operator, ICSTIS or any similar authority to ensure compliance with all applicable legislation, regulations, guidelines and codes of practice.

12. Third Parties

- 12.1. The Customer may NOT allow a third party to use a Premium Rate Number as part of a managed bureau service provided by the Customer in connection with the provision of Premium Rate Services, without the express written permission of a Director of the Company in which case the Customer shall procure the third party's compliance with the terms of this Agreement and all relevant legislation, regulations, guidelines and codes of practice and the Customer will indemnify, defend and hold harmless the Supplier from and against any liabilities, actions, losses, damages, judgments, costs, claims or expenses or legal proceedings which are brought or threatened against the Supplier arising out of the Customer or any third party's failure to comply with this paragraph 12 and the provisions of clause 11 of the Master Services Agreement.

13. The Company's Liability

- 13.1. Where any Service provided pursuant to this Schedule has been unavailable to a Customer for a continuous period of more than 7 days and not as a result of any action or omission of the Customer or any event which was beyond the reasonable control of the Company, the Customer may apply to the Company for a credit to the Customer's account in respect of any time based Charges in respect of the unavailable Period for the Rental of the said service only. The Company shall have no other liability for failure or unavailability of the Network or the use of the Inbound Number or Inbound Services and subject to the aforesaid the provisions of paragraph 14.2 and relevant provisions of the Master Services Agreement shall apply.

14. Service Portal

- 14.1. The Company accepts no responsibility for the act or omissions of the Customer that prevent the Inbound Number from pointing to the correct Target Number unless the Supplier was responsible for the setting up of the Target Number pointing.
- 14.2. The Company accepts no responsibility for incorrect or accidental use of the Portal which results in calls not being received at the desired Number. The Company reserves the right to refuse access or remove access of the Portal to a Customer if in its reasonable opinion it believes the Customer could create harm or damage to the Portal.

15. Advanced Services

- 15.1. The Company provides additional Advanced Services for use with the Inbound Service, NGNS, Geographic Number Service and provision of the Premium Rate Number and Premium Rates Service(s). These Advanced Services form part of this Agreement if ordered on the Order and confirmed in the Accepted Order.

- 15.2 These Advanced Services are only available with the Inbound Service, Geographic Number Service, NGNS and provision of the Premium Rate Number and the Premium Rate Service/s. The Customer accepts that these Advanced Services will not be available if the related Service is cancelled, terminated or suspended or any other form of cessation of the Service.
- 15.3 The Company cannot be held liable for the failure by the Customer to access, use, monitor, or report on any of the Advanced Services as described in this schedule.
- 15.4 The Company accepts no responsibility for loss of recorded information stored in the Call Recording Service or any other device as may be used to store Customer call conversations.
- 15.5 The Company accepts no responsibility for the accuracy of information used in its Advanced Statistics Service.
- 15.6 The Customer accepts all charges due in relation to the Advanced Services are payable in advance and in accordance with the provisions in this Schedule and any other relevant Schedule and the terms and conditions of the Master Service Agreement.