

UBT Landline and Broadband Services
STANDARD TERMS AND CONDITIONS

Between

UBT (EU) Ltd and

You

Table of Contents

1.	Introduction.....	3
2.	Commencement and Term.....	6
3.	Order Form.....	6
4.	Service Provider Obligations.....	6
5.	Your Obligations.....	7
6.	Creditworthiness	8
7.	Charges	8
8.	Payment of Charges	9
9.	Suspension	9
10.	Intellectual Property Rights.....	10
11.	Software.....	10
12.	Rental Equipment.....	11
13.	Customer Apparatus.....	11
14.	Limitations of Liability.....	12
15.	Indemnities and Warranties	12
16.	Termination	13
17.	Payment on early termination	14
18.	Assignment and Sub-contracting	15
19.	Force Majeure	15
20.	Variation	15
21.	Notices	15
22.	Data Protection.....	16
23.	Confidentiality	16
24.	Entire Agreement.....	17
25.	Time Not of the Essence	17
26.	Miscellaneous.....	17
27.	Governing Law and Jurisdiction	18
28.	Your Authority	18
	SCHEDULE 1	19
1.	APPLICATION OF THIS SCHEDULE.....	19
2.	PROVISION OF LANDLINE SERVICES	19
3.	FAULT REPORTING AND MAINTENANCE.....	19
4.	SERVICE LEVELS.....	19
5.	ALLOCATION AND USE OF TELEPHONE NUMBERS.....	19
6.	NUMBER PORTABILITY	20

1. Introduction

1.1. In this Agreement, “We”, “Us”, or “Our” mean UBT (EU) Ltd and “You” and “Your” mean the Customer, specified in the Order Form. UBT (EU) Ltd is a limited company incorporated in England and Wales registered under Number 4938684 whose registered office is at Exchange Place, Poseidon Way, Warwick CV34 6BY.

1.2. Definitions

The following definitions are used in this Agreement, unless the context otherwise requires:

“Agreement”	means collectively these terms and conditions, incorporating the applicable Order Form;
“Cancellation Charge”	means a fee charged if We end the Agreement due to Your conduct or if You terminate the Agreement within any agreed Minimum Term. This fee may cover (without limitation) the Monthly Subscription Fee in respect of that Minimum Term, Our reasonable administrative costs, and direct and necessary costs incurred by Us in connecting and disconnecting the Services;
“Charges”	means charges under this Agreement (which can include usage charges, the Installation Charges, Monthly Subscription Fee and Cancellation Charges) in respect of the Services as may be set out in the Order Form or the Price List;
“Clause”	means a clause in this Agreement;
“Commencement Date”	has the meaning given in Clause 2.1;
“Communications Act”	means the Communications Act 2003;
“Confidential Information”	means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one Party to another Party including, without limitation, any information relating to products, operations, processes, plans or intentions, client information, product information, Intellectual Property Rights, market opportunities and business affairs or those of clients or other contacts (and for the purposes of this definition, “confidential nature” shall refer to information which is identified as confidential at the time of disclosure or would be considered to be confidential by a reasonable person based upon the nature of the information and the circumstances of disclosure);
“Customer, You or Your”	means the person stated in the Order Form and/or where the context requires, a person We reasonably believe is acting on that person’s authority;
“Customer Apparatus”	means any equipment, infrastructure and/or apparatus, and any software embodied therein (including without limitation, cabling, wiring, routers, personal computers, network interface cards and network interface adapters), that is owned by You or for which You are responsible;
“Customer Services”	means Customer Services, contact details of which currently are: Tel: 033 0055 5500 Email: telecoms.euk@ubteam.co.uk Website: www.ubteam.co.uk

“Data”	includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;
“Designated Provider”	means the provider which is providing telecommunications and other services and equipment to UBT (EU) Ltd which are being provided to You under this Agreement;
“Equipment”	means the Rental Equipment and the Customer Apparatus;
“Fair Use Policy”	means the fair use policy provided to the Customer and available on the Website, and which is subject to change from time to time;
“Fraudulent Activity”	means the fraudulent and/or unauthorised access, use, tampering or manipulation of any or all of the Customer’s telephone lines, network or the Equipment by corrupt, dishonest or illegal means, at any time by any person including but not limited to Fraudulent Call Activity.
“Fraudulent Call Activity”	means unauthorised and/or Fraudulent Call Activity including but not limited to: <ul style="list-style-type: none"> (i) Calls to premium rate numbers including “rogue dialler” fraud (ii) Calls to destinations known to be used for Fraudulent Activity (“toll fraud”); and/or (iii) “hacking” of phone systems
“Group Company”	means any holding company of a company or any subsidiary of such company;
“Intellectual Property Rights”	means all of the following: (a) works of authorship, copyrights, including moral rights, registrations and applications for registration thereof; (b) patents, patent applications and all related continuations, divisional, reissue, utility models, applications and registrations thereof, inventions (whether patentable or not), designs, trade marks (whether registered or not, including applications) and domain names; (c) trademark and trade name rights and similar rights; (d) trade secrets and Confidential Information, know-how, manufacturing information, system process and techniques, designs, prototypes, enhancements, improvements, customization, work-in-progress, research and development information; (e) other proprietary rights relating to the foregoing;
“Landline Services”	means the non-mobile voice services which may be provided under this Agreement as set out in the Order Form and which are subject to Schedule 1;
“Line”	means a connection provided to you with a phone number allocated by Us by which You or another person that has access to such connection can make and receive telephony calls;
“Minimum Term”	means one month from the Commencement Date, unless otherwise stated in the Order Form;
“Monthly Subscription Fee”	means the monthly Charge payable for the Services as set out in the Order as may subsequently be varied by Us in accordance with our applicable Price List;
“Order Form”	means an application form (either online or in hard copy) submitted by You to order the Services subject to this Agreement;

“Other Provider”	means the Designated Provider and any service provider which is providing services and equipment to the Designated Provider which are to be provided under this Agreement;
“Party”	means UBT (EU) Ltd and You;
“Premises”	means the site at which any Rental Equipment shall be installed or to which the Services shall be provided as specified in the Order Form;
“Price List”	means information relating to the Service Provider’s Charges included in the Order Form or available on the Website or on request from Service Provider as may be amended from time to time;
“Renewal Term”	means successive periods of 12 months if not provided otherwise in the Order Form;
“Rental Equipment”	means any equipment, infrastructure, and/or apparatus, and any Software or other software embodied therein (including without limitation, cabling, wiring, routers, personal computers, network interface cards and network interface adapters), that is rented by You or licensed to you under this Agreement;
“Services”	means the services set out in the Order Form or otherwise which are provided by UBT (EU) Ltd pursuant to this Agreement (and which may include the Landline Services);
“Software”	means any software supplied to You by Service Provider in connection with or to enable You to use the Services;
“Standard Service Levels”	means UBT (EU) Ltd standard service levels if any, in relation to UBT (EU) Ltd Services as may be published at www.ubteam.co.uk .
“Website”	means www.ubteam.co.uk or such other address as is notified to You from time to time.

1.3. Interpretations

1.3.1. In this Agreement (except where the context otherwise requires):

- a) the Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- b) use of the singular includes the plural and vice versa;
- c) use of any gender includes the other genders;
- d) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- e) any reference to a Party or to the Parties or their respective affiliates shall be deemed to include the party or parties hereto and their respective successors and permitted assigns and their respective employees;
- f) any reference to an enactment, statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and
- g) any reference to “includes” or “including” shall be deemed to mean “includes but not limited to” or “including but not limited to”.

1.3.2. Where in the Agreement You agree not to do any act or thing You also undertake and warrant not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing.

2. Commencement and Term

- 2.1. This Agreement shall commence on the date UBT (EU) Ltd accepts Your Order Form (the “Commencement Date”).
- 2.2. The Agreement shall continue to be in force for the duration of any Minimum Term whereupon it shall renew automatically on a rolling monthly basis unless either Party provides at least 30 days written notice prior of to the expiration of the Minimum Term or any Renewal Term of its decision not to renew.
- 2.3. In the event that the Minimum Term is no extended under the Order Form, then this Agreement shall continue to be in force on a rolling monthly basis unless either Party provides at least 30 days written notice.

3. Order Form

- 3.1. To order the Services You must complete and submit to UBT (EU) Ltd an Order Form.
- 3.2. Notwithstanding Clause 3.1, if at its absolute discretion UBT (EU) Ltd accepts an order for Services placed other than on its Order Form, the Services provided shall be subject to this Agreement.
- 3.3. UBT (EU) Ltd shall at its sole discretion be entitled to reject any Order Form, including in the event:
 - 3.3.1. You fail any credit check under clause 6;
 - 3.3.2. You have provided UBT (EU) Ltd with incorrect or incomplete information reasonably required by UBT (EU) Ltd to supply the Services; or
 - 3.3.3. the Services cannot be delivered to the Site having regard to any geographic, practical or technical restraint.

4. Service Provider Obligations

- 4.1. In consideration of the compliance by You with Your obligations under this Agreement, UBT (EU) Ltd shall use reasonable endeavours to:
 - 4.1.1. provide the Services in accordance with this Agreement;
 - 4.1.2. arrange for the delivery of any applicable Rental Equipment; and
 - 4.1.3. meet any Standard Service Levels in force regarding the Services PROVIDED THAT, save as expressly stated in such Standard Service Levels, UBT (EU) Ltd shall have no liability for any failure to meet any such Standard Service Levels.
- 4.2. In performing its obligations in Clause 4.1, UBT (EU) Ltd shall use the reasonable skill and care of a competent service provider in providing the Services. However, You accept and affirm that:
 - 4.2.1. it is technically impracticable for UBT (EU) Ltd to provide the Services entirely free of faults and that UBT (EU) Ltd may not be able to prevent interference of the Services with existing telecommunications services or the functioning of computers, software You have installed, or other electronic equipment, and that UBT (EU) Ltd does not undertake to do so;
 - 4.2.2. UBT (EU) Ltd cannot guarantee that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all; and
 - 4.2.3. UBT (EU) Ltd does not provide a back-up of Your Data or guarantee the integrity of Your Data.
- 4.3. UBT (EU) Ltd shall be entitled to:
 - 4.3.1. change the technical specification of the Services (provided that such changes do not materially affect the performance of the Services) where necessary for operational reasons, statutory or regulatory requirements;

- 4.3.2. give You instructions (which You shall comply with) which UBT (EU) Ltd believes to be necessary for health and safety reasons or for maintaining the quality of the Services; and
- 4.3.3. make alterations to the Services (including without limitation conversions, shifts, reconfigurations and renumbers). Such alterations may result in disruption to the Services although we will use reasonable endeavours to minimise any disruption to the Company, and where practicable, we will give You as much notice as possible.
- 4.4. In the event that circumstances such as geographic, practical or technical restraints may not become apparent until after the Commencement Date, UBT (EU) Ltd reserves the right to cease at its sole discretion the provision of Services but shall credit any Charges paid in advance by the Customer against the future provision of Services.
- 4.5. UBT (EU) Ltd shall comply with the general conditions of its authorization under the Communications Act.
- 4.6. Any Landline Services shall be provided in accordance with Schedule 1.

5. Your Obligations

- 5.1. You undertake to:
 - a) promptly supply UBT (EU) Ltd with all information and materials reasonably required by UBT (EU) Ltd to provide the Services;
 - b) use the Services and/or the Rental Equipment in accordance with the terms of this Agreement and any such conditions and/or reasonable instructions as may be notified to You by UBT (EU) Ltd from time to time; and
 - c) use the Services and/or the Rental Equipment in accordance with any Acceptable Use Policy.
- 5.2. Without limitation to Your obligations in Clause 5.1, You further undertake and warrant to not use and not allow anyone to use the Services:
 - a) to communicate, publish, transmit, post, distribute, disseminate, knowingly receive, upload, download, use or re-use any material or information which is an infringement of a third party's Intellectual Property Rights, or is defamatory, offensive or abusive or of an obscene, indecent, nuisance, hoax threatening or menacing character;
 - b) to send or receive data in such a way or in such amount so as to have a material adverse effect on the Network (or any part of it) or networks or systems of others or the Services;
 - c) to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights or property of any person, firm or company (including rights of copyright (or other intellectual property rights), privacy or confidentiality);
 - d) to falsify the true ownership of software or other material or information contained in a file that You make available via the Service;
 - e) to "spam" or otherwise deliberately abuse any part of the Network (or connected networks) or make available or upload files that contain a virus or corrupt data;
 - f) in breach of this Agreement;
 - g) to engage in criminal, illegal or unlawful activities; or
 - h) to falsify user information;
 - i) to forge addresses;
 - j) to post or send the same or similar message in multiple use net or news groups or to otherwise misuse those news groups;
 - k) to send or provide unsolicited commercial messages or communications in any form;
 - l) with a view to avoiding incurring or paying charges for such usage; and
 - m) with a view to degrading the use of services by third parties.
- 5.3. You undertake not to re-sell the Services or any Rental Equipment or any part thereof to any person unless otherwise prior agreed in writing by the Service Provider.
- 5.4. UBT (EU) Ltd may from time to time vary the technical and/or operational procedures for use of the Services. You also undertake to comply with any relevant standards or approvals under the Communications Act.

- 5.5. In the event UBT (EU) Ltd allocates You a password to enable You to use the Services, You must keep this password safe and confidential and notify UBT (EU) Ltd immediately if any third party becomes aware of it. UBT (EU) Ltd reserves the right to change the password without notice and if it has reason to believe You are in breach of this Clause 5.3 to invalidate such password and/or to suspend the Services.
- 5.6. You are responsible for the use of the Services (whether authorised or not and whether by You or any other person including any hacker), including without limitation for all Charges incurred and for any breaches of this Agreement.
- 5.7. You may be required to provide information as set out in the applicable handbook of Other Provider or underlying carrier. You may also be required to provide reasonable access to the Service Provider, Other Provider, or underlying carrier in connection with the provision of Services.
- 5.8. You shall not use the trademark or service mark of the Service Provider, Other Provider or underlying carrier without the applicable prior written permission.
- 5.9. You affirm that you do not own any telephone number provided in respect of the Services, and You shall not have any right to sell or agree to transfer any number provided to You under this Agreement.
- 5.10. You shall agree to authorise UBT (EU) Ltd to communicate on Your behalf with any Other Provider and to supply to such Other Provider for the purposes of, and to the extent necessary for, arranging performance of the Services, any information which You may have provided to UBT (EU) Ltd in connection with the Services. You also authorise your previous telephone suppliers and/or network providers to disclose relevant information to the Service Provider.
- 5.11. You should ensure that Your decision to use or switch to the Service Provider's Services does not breach any existing contract of Yours with another supplier.

6. Creditworthiness

- 6.1. You give permission to UBT (EU) Ltd to carry out credit checks on You. If at any time before or during the term of this Agreement You fail to meet the standard of creditworthiness deemed acceptable by the Service Provider, or You delay any payments due on two occasions within a period of 12 months, UBT (EU) Ltd shall be entitled:
 - 6.1.1. to terminate this Agreement immediately on written notice to You under Clause 16.4;
 - 6.1.2. to require You to make such regular instalment payments in advance on account of any future charges as UBT (EU) Ltd shall deem appropriate; and/or
 - 6.1.3. to impose such other measures on Your right to use any of the Services as UBT (EU) Ltd shall deem appropriate.
- 6.2. Any exercise by UBT (EU) Ltd of its rights under sub-Clause 6.1.2 and 6.1.3 shall not limit the right of UBT (EU) Ltd to terminate this Agreement under sub-Clause 6.1.1.

7. Charges

- 7.1. Charges for using the Services are as referred to in the Price List.
- 7.2. If an Other Provider or underlying carrier of UBT (EU) Ltd increases the costs payable by UBT (EU) Ltd in respect of any element of the Services, then UBT (EU) Ltd shall be entitled to increase the Charges payable by You in respect of such element on a pro rata basis. UBT (EU) Ltd shall provide You with as much notice of any increase of the Charges as is reasonably practicable in all the circumstances, having regard to (among other things) the amount of notice provided to UBT (EU) Ltd by the Other Provider or underlying carrier in relation to the increase of the costs payable by the Service Provider.
- 7.3. UBT (EU) Ltd may also increase the Charges by giving You 30 days' written notice. Without limitation such notice may be contained in billing information provided to You by the Service Provider. Within 7 days of such notification, You may give notice to UBT (EU) Ltd to terminate this Agreement under Clause 16.2 and the

increased charges shall not apply during this notice period. If You do not terminate in such period You are deemed to have accepted the increased Charges. UBT (EU) Ltd may decrease Charges at any time without notice and, in the event of such a decrease, You shall have no right to terminate the Agreement.

7.4. Your liability for Charges starts from the Commencement Date whether or not the Services are used.

8. Payment of Charges

8.1. You shall pay the Charges (including, when applicable, Installation Charges and the Cancellation Charges) to the Service Provider's nominee.

8.2. Unless otherwise stated on the Order Form, all Charges, payable by You will be invoiced on a monthly basis and charged in accordance with the Order Form. The Charges shall be payable to UBT (EU) Ltd (or such person as UBT (EU) Ltd or the person invoicing on behalf of UBT (EU) Ltd shall specify) on or within 5 days of the date of such invoice by direct debit.

8.3. You agree to pay UBT (EU) Ltd the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.

8.4. UBT (EU) Ltd reserves the right to charge a deposit to secure amounts payable by You. Such deposit may be applied by UBT (EU) Ltd against any outstanding Charges due by You hereunder from time to time. No interest shall be payable on any such deposit. The deposit (or remaining balance thereof) shall be repaid to You after 6 calendar months or, where longer, when a good payment history has been demonstrated by You.

8.5. If payment of the Charges is not made when due, UBT (EU) Ltd may, without prejudice to its other rights, charge daily interest at an annual rate of 4% above the base rate for lending of Barclays Bank plc on any amount You fail to pay, from the date when payment was due until the date of actual payment. Interest will continue to accrue even if the Agreement is terminated.

8.6. You must reimburse UBT (EU) Ltd all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue even if the Agreement is terminated.

8.7. All sums due to UBT (EU) Ltd under this Agreement are, unless otherwise stated, exclusive of Value Added Tax ("VAT") or any other applicable tax which shall be charged to You.

8.8. If a direct debit is dishonoured or cancelled, UBT (EU) Ltd shall be entitled to pass on to you any third party charges UBT (EU) Ltd incur and, in addition, UBT (EU) Ltd may suspend your Service. UBT (EU) Ltd shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation. UBT (EU) Ltd shall be entitled to re-present direct debits for payment.

8.9. If at any time either You or UBT (EU) Ltd terminate the Services for any reason and You have made any cash, debit or credit card payments in advance for that Service or paid any deposit, UBT (EU) Ltd shall only refund the excess of such payments that remains after settlement of all charges on Your account.

9. Suspension

9.1. UBT (EU) Ltd may:

9.1.1. temporarily suspend the Services or any part thereof to vary the technical specification of the Services or for repair, maintenance or improvement or to protect life, limb or property;

9.1.2. at its discretion, suspend the Services and/or terminate the Agreement if You are in breach of any provisions of Clause 8 above or should your direct debit be cancelled or otherwise not validly in place give such instructions to You about the use of the Services it deems reasonably necessary;

9.1.3. do whatever is required of it to comply with laws, regulations or instructions issued by any competent authority (including Ofcom) or emergency services organization; and

- 9.1.4. suspend the Services in any circumstance in which it is entitled to terminate the Agreement or when You have not paid any sum due which has been properly invoiced and is owing to the Service Provider.
- 9.2. Except in an emergency when no such notice is required, UBT (EU) Ltd will aim to give You as much notice as reasonably practicable if the Services are to be suspended but You shall have no claim against UBT (EU) Ltd for any suspension of the Services pursuant to Clause 9.1 above. Any exercise by UBT (EU) Ltd of its right to suspend the Services shall not affect the Service Provider's right subsequently to terminate this Agreement.
- 9.3. If the Services are suspended pursuant to Your default, You must continue to pay Charges during such suspension and shall reimburse the Service Provider's costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under this Agreement. Where UBT (EU) Ltd agrees (at its discretion) to recommence the Services You must pay the Service Provider's reasonable Charges in relation to such re-commencement or re-connections and, at the Service Provider's reasonable discretion, You shall be required to pay a reasonable deposit against future payments.

10. Intellectual Property Rights

- 10.1. Nothing in this Agreement entitles You to use the Service Provider's or the Other Provider's logo and trademark or any of the Service Provider's or Other Provider's Intellectual Property Rights in any of Your company's promotional literature.
- 10.2. All Intellectual Property Rights pertaining to the Services shall remain the sole and exclusive property of UBT (EU) Ltd and/or the Other Provider or its respective licensors and nothing in or pursuant to this Agreement shall operate as a transfer or licence of Intellectual Property Rights to You.
- 10.3. Intellectual Property Rights in any Software and/or Rental Equipment provided to You under this Agreement remain the property of UBT (EU) Ltd or its licensor. You agree to comply with the terms of this Agreement and any licences required by UBT (EU) Ltd or other owner of any Intellectual Property Rights in the Software and/or Rental Equipment.

11. Software

- 11.1. Whilst UBT (EU) Ltd and its suppliers have made reasonable efforts to minimise defects or errors in the Software and to check the Software for viruses, UBT (EU) Ltd does not warrant that Your use of the Software will be uninterrupted or that the operation of the Software will be error free, virus free or secure, or that the Software and the functions of the Software will be merchantable and will meet Your requirements. In addition, the security mechanism implemented by the Software has inherent limitations and You shall have sole responsibility in determining that the Software sufficiently meets Your needs.
- 11.2. To the maximum extent permitted by law, the Service Provider's sole liability with respect to the Software would be:
 - 11.2.1. to replace Your defective media or copy of the Software; or
 - 11.2.2. to refund any fee You paid for the Software.
- 11.3. The Service Provider's liability in relation to the Software shall be incurred only in the event that You:
 - 11.3.1. inform UBT (EU) Ltd during the applicable warranty period;
 - 11.3.2. if requested by the Service Provider, return the Software promptly to the Service Provider; and
 - 11.3.3. provide evidence of the dates You received the Software.

12. Rental Equipment

- 12.1. Where supplied by the Service Provider, Rental Equipment shall remain the property of UBT (EU) Ltd or its licensor. You agree to make such ownership of the Rental Equipment clear to all third parties.
- 12.2. UBT (EU) Ltd may modify, substitute, renew, add or reduce Rental Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals, additions or reductions shall not materially and adversely affect the Services nor save in the case of an interim exceptional basis, substitute Rental Equipment that You have been paying for with a significantly less expensive Rental Equipment. Risk in and liability for the Rental Equipment shall pass to You on delivery of the Rental Equipment.
- 12.3. You are responsible for ensuring at all times the safe keeping and proper use of the Rental Equipment at the Premises and for maintaining sufficient insurance to cover the full replacement cost of the Rental Equipment. In particular (but without prejudice to the generality of the foregoing and without limitation) You shall:-
 - 12.3.1. not (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Rental Equipment or suffer any distress, seizure or execution to be levied against any of the Rental Equipment or otherwise do anything prejudicial to the Service Provider's rights in the Rental Equipment;
 - 12.3.2. keep the Rental Equipment at the Premises;
 - 12.3.3. immediately notify UBT (EU) Ltd of any loss or damage to the Rental Equipment;
 - 12.3.4. not cause the Rental Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of the Service Provider;
 - 12.3.5. not do anything or knowingly to allow any circumstance, matter or thing, which is likely to damage the Rental Equipment or detract from or impair its performance or operation;
 - 12.3.6. not remove, tamper with or obliterate any words or labels on the Rental Equipment or any part thereof; and
 - 12.3.7. permit UBT (EU) Ltd or its agent(s) to inspect, test and maintain the Rental Equipment at all reasonable times and on reasonable notice.
- 12.4. Subject to Clause 16.8, You agree to pay Rental Equipment Charges (as referred to in the Price List or as otherwise agreed in writing) for the Minimum Rental Term on a monthly basis by direct debit for the lease of the Rental Equipment.
- 12.5. On expiry of the Minimum Rental Term, You shall have the right to:
 - 12.5.1. return the Rental Equipment to us at Your own expense in accordance with clause 16.8; or
 - 12.5.2. continue to use the Rental Equipment subject to continuing to pay the Monthly Subscription Fee.

13. Customer Apparatus

- 13.1. UBT (EU) Ltd or Other Providers shall have no liability for any loss or damage whatsoever arising directly or indirectly from Your use of the Customer Apparatus, whether or not UBT (EU) Ltd shall have recommended the use and/or performance of such Customer Apparatus.
- 13.2. You are entirely responsible for the security of access to the Customer Apparatus, Your computer systems or other use made via Services whether or not authorized by You including where a third party has hacked in, the integrity of information stored thereon and its security from corruption, change and abuse by others.
- 13.3. You must ensure that all Customer Apparatus are in good working order and comply with applicable standards, approvals and any relevant law. UBT (EU) Ltd may require You to disconnect (in which case You must do so promptly) or may itself disconnect any Customer Apparatus if in the Service Provider's reasonable opinion: (i) it does not conform to applicable standards, approvals or any relevant law for the time being in force; or (ii) it may

cause injury to any person or material damage to property; or (iii) it may materially impair the quality of any Services provided by the Service Provider.

14. Limitations of Liability

- 14.1. Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- 14.2. Nothing in this Agreement shall exclude or restrict a Party's liability for matters which cannot by law be excluded or restricted.
- 14.3. Except as expressly stated in this Agreement, all warranties, representations, conditions, undertakings or terms, express or implied in respect of the Service Provider's Services are excluded to the fullest extent permitted by law.
- 14.4. UBT (EU) Ltd makes no express or implied warranty relating to the performance, quality or fitness for a particular purpose of the Services and/or Rental Equipment. No agent or employee of UBT (EU) Ltd is authorised to make any representation or modifications, extensions, or additions to this Clause.
- 14.5. The Service Provider's, its employees' and its sub-subcontractors' entire liability to You (including without limitation liability for negligence) shall be limited for one claim or a series of related or unrelated claims within a period of 12 months to the lesser of:
 - 14.5.1. the value of the Service Provider's Charges to You within the previous 12 month period; and
 - 14.5.2. £25,000.
- 14.6. Notwithstanding the above, neither Party shall be liable in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever.
- 14.7. UBT (EU) Ltd shall not be liable to the maximum extent permitted by law for any loss of data resulting from the use of the Services including without limitation any delays, non-delivery or missed deliveries directly or indirectly caused by the Service Provider.
- 14.8. Without undertaking any obligations to give any such advice and/or recommendations, UBT (EU) Ltd shall not be liable to the maximum extent permitted by law for any loss or damage suffered by You as a result of placing reliance on the Service Provider's advice and/or recommendations regarding the use of a third party's products or Services.
- 14.9. The Customer shall be liable for the costs and/or losses whether direct or indirect, inclusive of all charges arising out of or in connection with any and all Fraudulent Activity including Fraudulent Call Activity.
- 14.10. UBT (EU) Ltd may, but is not obliged to, suspend any Service where it is aware or reasonably suspects that Fraudulent Call Activity is taking place.

15. Indemnities and Warranties

- 15.1. Other than as expressly set out in this Agreement and to the greatest extent permitted by law, UBT (EU) Ltd makes no representations or warranties with respect to the Services and/or Rental Equipment, or the performance of its obligations hereunder, and expressly excludes such representations and warranties, whether implied, statutory or otherwise.
- 15.2. In particular, but without prejudice to the generality of Clause 15.1, You acknowledge and accept that:
 - 15.2.1. UBT (EU) Ltd does not warrant that the Services will be available at any particular time or continuously;

- 15.2.2. the repair of any fault with the Services is the sole responsibility of the relevant underlying carrier and the Service Provider's responsibility with respect to such fault shall be limited to (i) reporting the fault to the party responsible for the service (ii) passing on to You any compensation actually received by UBT (EU) Ltd from the carrier or Other Provider in relation to such fault; and
- 15.2.3. UBT (EU) Ltd is not responsible for any loss of or disruption to Services due to failure of a carrier network or Other Provider.
- 15.3. You will indemnify, defend and hold harmless UBT (EU) Ltd and the Designated Provider from and against any liabilities, actions, losses, damages, judgments, costs, claims or expenses incurred by UBT (EU) Ltd or the Designated Provider for legal proceedings which are brought or threatened against UBT (EU) Ltd and Designated Provider by a third party (which may include an Other Provider) in the event of:
- 15.3.1. Services being or having been used in breach of any obligation in this Agreement; or
- 15.3.2. any fraud or artificial inflation of traffic; or
- 15.3.3. You not granting permission or suitable safe environment for UBT (EU) Ltd (and/or Other Provider) in connection with this Agreement.
- 15.4. Except where such loss or damage is solely attributable to the negligent act or omission of the Service Provider, its employees, sub-contractors or agents You must indemnify UBT (EU) Ltd for any loss or damage to the Rental Equipment (including but not limited to lightning or electrical damage).
- 15.5. The Designated Provider shall be entitled to enforce the indemnities in Clauses 15.3 and 15.4 against you under the Contracts (Rights of Third Parties) Act 1999 PROVIDED THAT there is no double recovery of any indemnity already paid by You to UBT (EU) Ltd in respect of the same breach.
16. **Termination**
- 16.1. This Agreement may be terminated in accordance with this Clause 16 (or, in the case of a force majeure event, Clause 19).
- 16.2. Each Party may terminate this Agreement by giving the other Party 30 days written notice provided that, unless the termination is under Clause 7.3, such notice shall not be valid unless it expires on or after the end of any Minimum Term.
- 16.3. Notwithstanding Clause 17, You may terminate this Agreement prior to the expiry of the Minimum Term or the Minimum Rental Term where Rental Equipment is provided, on condition that You pay the Cancellation Charges calculated pursuant to Clause 17.
- 16.4. Notwithstanding Clause 16.2, UBT (EU) Ltd may terminate this Agreement immediately on written notice, and without having to pay any compensation to You if:
- 16.4.1. You are the subject of bankruptcy or insolvency proceedings in the United Kingdom or elsewhere, a receiver or administrator (or equivalent) is appointed over any of Your assets, or You enter into any formal or informal composition or arrangement (or equivalent) with Your creditors, or You or UBT (EU) Ltd reasonably believes that such events are reasonably likely to occur. For the purposes of this Clause 16.4.1 "You" shall include Your direct and/or indirect parent company and "Your" shall be interpreted accordingly;
- 16.4.2. You make a material misstatement in the details You have supplied to UBT (EU) Ltd to enable UBT (EU) Ltd to provide the Services;
- 16.4.3. You materially breach (including without limitation failure to pay any Charges promptly) this Agreement or any other agreement You have with UBT (EU) Ltd or a Group Company;
- 16.4.4. UBT (EU) Ltd suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any law; and/or (ii) any fraud against UBT (EU) Ltd or any third party;

- 16.4.5. in any circumstances where under this Agreement, UBT (EU) Ltd has the right to suspend the Services;
- 16.4.6. You fail to meet the Service Provider's required standard of creditworthiness as set out in Clause 6; or
- 16.4.7. any contract between UBT (EU) Ltd and a third party provider of telecommunications services is terminated where such termination affects the provision of the Services.
- 16.5. If UBT (EU) Ltd requests You to do so but You fail to return to UBT (EU) Ltd (or as otherwise notified to You by the Service Provider) the Order Form duly signed or accepted by You within 14 days of the Commencement Date (or any other date notified to You by the Service Provider) UBT (EU) Ltd shall be entitled (but not obliged) without notice to terminate this Agreement or, without prejudice to its right to terminate, to downgrade the Services as it reasonably thinks fit.
- 16.6. On termination of this Agreement any licence granted to You by UBT (EU) Ltd shall immediately cease, You must immediately stop using the Services and all amounts You owe to UBT (EU) Ltd for the use of the Services shall be due and payable in full and You shall have no right to withhold or set off any such amounts.
- 16.7. On termination of this Agreement by reason of Your default You shall be liable to pay to UBT (EU) Ltd all Charges that would otherwise have been payable by You during the Minimum Term and UBT (EU) Ltd shall be entitled to set off such amounts from any Charges paid by You in advance.
- 16.8. Return of Rental Equipment after termination:
- 16.8.1. If this Agreement terminates after the Minimum Rental Term, the provisions of Clause 12.5 shall apply in relation to the Rental Equipment. If for whatever reason the Agreement is terminated within the Minimum Rental Term, You shall return the Rental Equipment to UBT (EU) Ltd at your own cost to arrive at UBT (EU) Ltd within 14 calendar days of Termination, failing which you shall be charged the manufacturer's suggested retail price for new Rental Equipment or for similar new equipment plus a £50 administration charge. You acknowledge that these amounts are a genuine pre-estimate of the Service Provider's loss if You fail to return the Rental Equipment.
- 16.8.2. UBT (EU) Ltd will provide You with reasonable instructions, at your request, on how to deinstall and return the Rental Equipment.
- 16.8.3. The Rental Equipment must be in good working condition (e.g. no physical or water damage). The returned Rental Equipment must reasonably include the original components such as, and without limitation, the device, battery, charger, manual and software.
- 16.8.4. You must remove any confidential, proprietary or personal information belonging to a third party before returning the Rental Equipment. UBT (EU) Ltd shall not be not responsible for and does not accept any responsibility with respect to, and without limitation, any confidential, proprietary or personal information contained in the Rental Equipment returned by You.
- 16.9. The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement.
- 16.10. UBT (EU) Ltd shall have the right to delete and terminate any of Your Lines or this Agreement in its entirety should UBT (EU) Ltd in its reasonable discretion determine your Account or any Lines to be dormant for a period of at least three months on a given Line.
- 17. Payment on early termination**
- 17.1. If You terminate this Agreement pursuant to Clause 16.3 above or We terminate the Agreement pursuant to Clause 16.4 above You shall, without prejudice to any claim for damages by UBT (EU) Ltd for any breach of this Agreement, pay to UBT (EU) Ltd the Monthly Subscription Fee which would have been payable by You to UBT (EU) Ltd from the date of termination to the date of expiry of the Minimum Term and the Cancellation Charges.

18. Assignment and Sub-contracting

- 18.1. You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under this Agreement without the prior written consent of the Service Provider.
- 18.2. UBT (EU) Ltd may assign, transfer (in whole or in part) or charge or deal in any manner or otherwise delegate all or any of its rights or obligations under this Agreement to any person or entity.
- 18.3. UBT (EU) Ltd may sub-contract any of its obligations under this Agreement.

19. Force Majeure

- 19.1. Neither Party shall be liable for any breach of its obligations under this Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including, without limitations, acts of God, acts of Government or other competent regulatory authority, lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law or regulation and accident (or by any damage caused by any of such events). Where such cause continues for more than 3 calendar months either Party may, without additional liability, terminate this Agreement by giving not less than 30 days' written notice to the other Party.
- 19.2. Clauses 16.8 and 16.9 shall apply to a termination of this Agreement under Clause 19.1.

20. Variation

- 20.1. Except as described in Clauses 20.2 below, any variation to this Agreement shall be agreed by the Parties in writing.
- 20.2. Notwithstanding Clause 20.1, UBT (EU) Ltd reserves the right to amend or vary this Agreement (other than in relation to price variations in accordance with Clause 7.2 of this Agreement) by giving You 30 days' written notice thereof. Only if such variation is likely to be of detriment to You, You may, within 14 days of receiving such notification, give UBT (EU) Ltd not less than 14 days' notice that if the amendment is not withdrawn You will terminate this Agreement. If the amendment or variation is imposed by law You shall have no right to terminate. If You do not terminate in such period You are deemed to have accepted the variation.
- 20.3. If You request and UBT (EU) Ltd agrees to a change of the Services or a change of the Premises, You must complete such formalities as UBT (EU) Ltd shall require to give effect to such change and You must pay to UBT (EU) Ltd its then current Charges to reflect such change of Charges or Premises change. UBT (EU) Ltd may require payment prior to effecting such change. To reflect such change, UBT (EU) Ltd may without notice revise the Charges.

21. Notices

- 21.1. Unless otherwise stated in this Agreement:
 - 21.1.1. Notices sent by You to UBT (EU) Ltd shall be sent by any of the following means:
 - 21.1.1.1. by hand or by recorded delivery to the following address or as otherwise notified to You:

Attn: UBT (EU) Ltd

Address: Exchange Place, Poseidon Way, Warwick CV34 6BY

- 21.1.1.2. by fax to the following fax number or as otherwise notified to You:

Fax: 020 3301 3658

- 21.1.1.3. by electronic mail to the following electronic email address or as otherwise notified to You:

Email: telecoms.uk@onefocusglobal.com

- 21.2. Notices sent by UBT (EU) Ltd to You may be sent (i) by hand or by recorded delivery to Your billing address specified on the Order Form or to Your registered office; or (ii) by fax to Your fax number specified on the Order Form or as otherwise notified by You to UBT (EU) Ltd in writing; or (iii) by electronic mail to Your electronic mail address specified on the Order Form or as otherwise notified to UBT (EU) Ltd in writing.
- 21.3. Notice given by hand shall be deemed given the same day. Notice given by recorded delivery on the date and at the time of signature of the delivery receipt. Notice given by fax shall be deemed given when transmitted provided that the sender shall have received a transmission report confirming correct transmission. Any communication by electronic mail from You to UBT (EU) Ltd shall be deemed to have been received when UBT (EU) Ltd acknowledges receipt to You of such electronic mail. Any communication from UBT (EU) Ltd to You by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in Your electronic mail-box.

22. Data Protection

- 22.1. UBT (EU) Ltd operates in accordance with the Data Protection Act 1998 as updated or amended from time to time and as set out in UBT (EU) Ltd 'Privacy Notice' at www.ofgtelecoms.co.uk
- 22.2. UBT (EU) Ltd may use any information supplied by You for providing You with the Services and with the Rental Equipment, for its own administrative and customer service purposes or for any other purpose required by law. Without limitation UBT (EU) Ltd shall be entitled to disclose information provided by You to a, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider. To enable UBT (EU) Ltd to provide the Services UBT (EU) Ltd shall also be entitled to disclose such information to other telecommunications companies.
- 22.3. In order to maintain quality and for training purposes, UBT (EU) Ltd may monitor and record telephone conversations with You.
- 22.4. UBT (EU) Ltd shall be entitled to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of the Service Provider's Customer base (including You) but which is anonymous and does not describe or reveal the identity of any particular Customer to any third party.
- 22.5. Unless You have ticked the relevant boxes on the Order Form or You notify Customer Services in writing at the address specified in Clause 21 above or as otherwise notified to You, UBT (EU) Ltd may:
- 22.5.1. use information provided by You for market research purposes or to supply You with information about other products or services available from the Service Provider; and
- 22.5.2. provide information supplied by You to third parties for market research purposes or to enable them to supply You with information about their products.
- 22.6. You shall comply with your obligations under the Data Protection Act.

23. Confidentiality

- 23.1. Each Party (in this Clause the "Receiving Party") undertakes to the other Party (in this Clause the "Disclosing Party"):
- 23.1.1. to keep confidential the Disclosing Party's information of a confidential nature (including any Confidential Information) obtained from the Disclosing Party in discussions leading to this Agreement and subsequently received pursuant to this Agreement; and
- 23.1.2. not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and its sub-subcontractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and

- 23.1.3. to use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.
- 23.2. The confidentiality obligations in this Clause 23 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.
- 23.3. The confidentiality obligations in this Clause 23 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
 - 23.3.1. has ceased to be secret without default of the Receiving Party's part; or
 - 23.3.2. was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or
 - 23.3.3. has been received from a third party who did not acquire it in confidence.
- 23.4. Clauses 22 and 23 shall survive termination of this Agreement or any part of it.
- 24. **Entire Agreement**
 - 24.1. This Agreement together with any other documents expressly referred to in this Agreement represent the entire understanding between the Parties with respect to the subject matter of it and supersedes and extinguishes all other agreements or representations (except fraudulent misrepresentations) made by either Party, whether oral or written. In particular UBT (EU) Ltd shall not be bound by any oral or written representation (except fraudulent misrepresentations) made by its representatives unless specifically incorporated into this Agreement in writing.
- 25. **Time Not of the Essence**
 - 25.1. Any dates quoted by UBT (EU) Ltd in connection with the provision of the Services or delivery and installation of the Rental Equipment shall be treated as estimates only. UBT (EU) Ltd accepts no liability for failure to meet such dates and time shall not be of the essence for this purpose.
- 26. **Miscellaneous**
 - 26.1. UBT (EU) Ltd shall not be bound by and reserves the right to correct, before and after this Agreement is made, any typographical, clerical or other obvious error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Service Provider.
 - 26.2. No waiver by UBT (EU) Ltd of any default by You under this Agreement shall operate or be construed as a waiver by UBT (EU) Ltd of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by UBT (EU) Ltd to You shall imply a waiver of the Service Provider's rights or shall in any way release, discharge or otherwise affect Your liability under this Agreement.
 - 26.3. If any court or any governmental agency or authority of competent jurisdiction holds any provision of this Agreement to be invalid, void, or unenforceable, including in particular any limitation of liability or exclusion of implied terms, then:
 - 26.3.1. if necessary, the Parties agree to rewrite the applicable provision to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and
 - 26.3.2. the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.
 - 26.4. The provisions of this Agreement of a continuing nature shall survive termination of this Agreement.
 - 26.5. In the event of any inconsistencies between the contents of these terms and conditions, the Order Form and the Price List, the order of precedence shall (unless expressly stated to the contrary) be (i) these terms and conditions; (ii) the Order Form; and (iii) the Price List.

26.6. The Parties do not intend that this Agreement be enforceable by any person not a party to this Agreement including under the Contracts (Rights of Third Parties) Act 1999 with the only exception of Clauses 8 (which will also be enforceable by the Service Provider's employees and its subcontractors) and 15.4 (in respect of the Designated Provider).

27. Governing Law and Jurisdiction

27.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

27.2. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

28. Your Authority

28.1. Unless you make clear on the Order Form that you are purchasing as a consumer, by placing an Order You hereby confirm that the Services will be used for business use only and that the Person placing this Order has authority to bind the Customer and is at least eighteen (18) years old.

SCHEDULE 1

LANDLINE SERVICES

1. APPLICATION OF THIS SCHEDULE

1. This Schedule applies if you have requested in your Order Form that We supply you with Landline Services.

2. PROVISION OF LANDLINE SERVICES

- 2.1 We will provide the required Landline Services subject to availability, geographical and technical capability.
- 2.2 You acknowledge that we reserve the right to bar access to certain numbers or in accordance with our Fair Use Policy or as we deem necessary from time to time. If you wish to bar access to premium rate services from your Landline Service, please contact us.

3. FAULT REPORTING AND MAINTENANCE

- 3.1 We will provide a 7 day fault reporting service in respect of the Landline Services. You should notify any faults regarding your Landline Services to our faults team, the contact number for which is located on your invoice or on our Website.
- 3.2 We are responsible for correcting faults in supplying the Landline Services. You must provide all necessary assistance to enable us to locate and repair any fault which is our responsibility.
- 3.3 We are not responsible for any fault in respect of the Landline Services which is on your side of the network termination point.
- 3.4 We are not responsible for any fault which is within the network of an Other Provider. However, we will endeavour to notify that the Other Provider of the fault and request that the fault be corrected promptly.

4. SERVICE LEVELS

- 4.1 There may be Service Levels applicable to the Landline Services you have chosen in your Order Form. If Service Levels are applicable, then these are as referred to in your Order Form and/or as provided to you after you sign your Order Form or otherwise as varied by us and notified to you from time to time. Details of such Service Levels may also be provided on the Website.

5. ALLOCATION AND USE OF TELEPHONE NUMBERS

- 5.1 Any number in respect of the Landline Services that is allocated to You is provided only for the duration of this Agreement at the Premises.
- 5.2 Any numbers allocated to You in respect of the Landline Services by UBT (EU) Ltd (if any) do not belong to You. You do not acquire any rights whatsoever in such numbers and You must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.
- 5.3 You are not entitled to sell or agree to transfer to a third party any number in respect of the Landline Services allocated to You by UBT (EU) Ltd or its underlying provider.
- 5.4 UBT (EU) Ltd shall be entitled, for commercial, contractual, operational or technical reasons or in order to comply with the requirement of any competent authority, to withdraw or change any telephone number or code or group of telephone numbers or codes allocated or provisionally allocated to You in respect of the Landline Services. Where a number is already in operational use by You, UBT (EU) Ltd shall use reasonable endeavours to give You reasonable prior notice.

- 5.5 If at Your request, and if feasible, a specific number is allocated to You in respect of the Landline Services, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and UBT (EU) Ltd shall have no liability whatsoever with respect to the number chosen and its use by You.
- 5.6 If You are allocated a number which falls within a range of numbers classified from time to time by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range and complies with any applicable regulations.
- 5.7 Where under this Agreement, UBT (EU) Ltd is providing Services to You, You confirm that You understand that the Services are most likely to be provided by Us using broadband telephony and therefore may sometimes be unavailable as a result of things over which UBT (EU) Ltd has no control, such as failure of Your broadband connection or internet service provider, power disruptions, the weather, etc. The Services may also not be available due to suspension of the Services by UBT (EU) Ltd in accordance with this Agreement.
- 5.8 You confirm that in all such circumstances where the Landline Services are unavailable, you acknowledge that it will not be possible to have access to emergency call services.
- 5.9 You acknowledge that assuming there is sufficient power and broadband connectivity enabling us to connect Your calls to the UK public emergency services, we may not be able to provide Your number(s) and location details to the operator, dependent on the type of technology utilised.
- 5.10 In order to comply with UK emergency services regulatory obligations applicable to VoIP services, You agree to provide us with the location of any handsets, that are connected other than at your address stated on the Order Form.

6. NUMBER PORTABILITY

- 6.1 UBT (EU) Ltd shall use reasonable endeavours to provide number portability to You , as soon as reasonably practicable and on reasonable terms, when You request so and provided that:
- a) there are no technical reasons preventing the portability of the number(s) requested by You;
 - b) You undertake to pay the Company's Charges for such number portability if applicable; and
 - (a) there are no outstanding Charges owed by You.
- 6.2 You acknowledge that:
- a) in the event that You request UBT (EU) Ltd to transfer Your number to a new services provider and UBT (EU) Ltd does not have porting arrangements with Your new service provider, it may not be possible to port such number(s);
 - b) if You sign up to the Company's services and You request UBT (EU) Ltd to transfer Your number from another service provider, UBT (EU) Ltd will use reasonable endeavours to do this if reasonably practicable and provided that Your existing service provider agrees to release the number; and
 - c) if it is not reasonably practicable, UBT (EU) Ltd will provide You with a new number.
- 6.3 Provided that your number is capable of being transferred, you may transfer it from your current service provider to us if that number is portable.
- 6.4 By signing the [Number Portability Customer Authorisation ("**LNP Authorisation**")]] which forms part of your Order Form, you acknowledge and agree:
- (a) to your current service provider transferring to us your number;
 - (b) that we are only transferring your number. This means you may lose value added services and other features provided by your current service provider. When you are connected to the Landline Services you will use the Landline Services specified in your Order Form, which may be different to the service and features that you had with your current service provider ;
 - (c) that by transferring your number, the service and/or any features associated with that number may be disconnected by your current service provider and result in finalisation of your account for those services;

- (d) that there may be costs and obligations associated with transferring your number away from your current service provider . You may have an ongoing contract with your current service provider which requires the payment of cancellation and/or termination fees to your current service provider if you transfer to us;
- (e) that your current service provider may or may not disconnect your existing service and/or value added services;
- (f) if you are transferring between different voice service platforms, you may need to purchase certain software, modems, new handset and/or other equipment;
- (g) that you may need to purchase approved equipment to access the Landline Services;
- (h) that if your number cannot be transferred to us then you may accept a new number from us;
- (i) that your authorisation to transfer your number to the Landline Services is valid for 90 days from the date of the LNP Authorisation;
- (j) that in the event of a withdrawal or reversal to your current service provider, we:
 - i. are not responsible for any period of outage of the service or features or your current service or any value added service provided by your current service provider ;
 - ii. do not warrant that your number will be transferred to us within any specified timeframe; and
 - iii. that if you wish to transfer your Number from us to another Service provider then you must contact that other Service provider to implement the transfer; and
 - iv. that we reserve the right to charge for transferring your Number to and from us.

7 Toll Fraud

7.1 For the avoidance of doubt fraudulent calls include but not limited to;

- a) Calls made from the customers equipment without their knowledge;
- b) Calls made utilising customers authentication details; and
- c) Calls made from an authenticated IP address

The Company has incorporated a 'Fraud Notification Service' on the Customer portal to assist with the prevention of fraud. Customers setup and maintain their own security independently of the Company and therefore the Company is unable to accept liability for any costs accrued as a result of a breach in their environments. Each customer has a unique service and therefore the Company are unable to template a fraud alerting system for all our Customers, it is therefore the Customers' responsibility to protect themselves by making use of the tools provided, including setting thresholds and alerts etc. Satellite based telephony has also been blocked from the Company network.