



Part of The Midcounties Co-operative

# Terms and Conditions of Service for Business Customers

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms shall be defined as set out below:

**"Agreement"** means the Application Form, these terms and conditions, the Service Schedule(s), Our Fair Use Policy, Our Acceptable Usage Policy, the Price List and any supplemental agreement(s) that We may enter into with You regarding the Services;

**"Application Form"** means the application form completed by You or on Your behalf, whether electronically or otherwise, to apply for a contract for Services with Us;

**"Acceptable Usage Policy"** describes the principles that govern the use of Our Web Hosting and Email Services and is designed to help prevent, and protect You from, irresponsible, abusive or illegal activities, as updated by Us from time to time;

**"Authorisation"** means Our authorisation to provide Public Electronic Communications Services pursuant to the OFCOM general authorisation regime;

**"Billing Portal"** means the web based portal at <https://my.phone.coop>;

**"Business Services Team"** means Our Business Services Team available on 01608 434 070 or [businessservices@thephone.coop](mailto:businessservices@thephone.coop);

**"Charges"** mean the charges for Services payable to Us by You as set out in the Price List and/or any bespoke charges notified to You and/or agreed between the Parties ("**Bespoke Charges**"). For the avoidance of doubt, in the event of a conflict between any charges set out in the Price List and/or the Bespoke Charges, the Bespoke Charges shall prevail;

**"Combined Packages"** means a single price for Line Rental, Connectivity Services and may include a Call Package or Mobile Package;

**"Commencement Date"** means the commencement date of this Agreement and is the date that both Parties sign this Agreement (whichever date is later);

**"Confidential Information"** means any Our or Your confidential information, including this Agreement, information about technical or commercial know-how, specifications, inventions, processes or initiatives, any information a reasonable business person would see as confidential about the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of Us or You or the operations, processes, product information, know-how, designs, trade secrets or software of Us or You;

**"Controller"** has the meaning given in the GDPR;

**"Customer Equipment"** means the hardware, such as routers, handsets or dongles, that is required to access any of the Services and is provided by You;

**"Data Protection Laws"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (the "**GDPR**") together with any legislation and or regulations ancillary thereto and/or any successor legislation including the Data Protection Act 2018, and all other applicable laws (including without limitation judgements of any relevant court of law) and

regulations relating to the processing of personal data, data privacy, electronic communications, marketing and/or data security, in each case as from time to time in force and as from time to time amended, extended, consolidated, re-enacted, replaced, superseded or otherwise converted, succeeded, modified or incorporated into law and all orders, regulations, statutes, instruments and/or other subordinate legislation made under any of the above in any jurisdiction from time to time, in each case interpreted in accordance with the DP Guidance and Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data insofar as such Directive is referred to in any other element of this definition of Data Protection Laws;

**"Data Subject"** has the meaning given in the GDPR;

**"Data Subject Request"** means a request by a Data Subject to exercise its data subject access rights and/or right to rectification, to be forgotten, to restrict processing, to data portability and to object to processing (including for direct marketing) or automated decision-making, or any other right of a Data Subject as set out in the Data Protection Laws;

**"Equipment"** means the hardware, such as telephone system, router, phones, ducting, cables, sockets, handset or dongle, that is required to access any of the Service(s);

**"Fault Repair Service"** means the fault repair service described in the Price List and which allows You to report any line fault in respect of PSTN, ISDN2 and ISDN30 and Connectivity Services only and Us to arrange repair;

**"Fair Use Policy"** is the fair use policy made available at <https://www.thephone.coop/legal/> as updated by Us from time to time and governing the use of Our Connectivity Services;

**"Incumbent Operator"** mean BT and Kingston in the UK;

**"Intellectual Property Rights"** means copyright, topography rights, database rights, design rights, patents, trademarks, service marks, domain names (whether or not any of the same are registered and including applications for registration of the same) know-how and all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of the same, which may subsist anywhere in the world;

**"LLU"** means Local Loop Unbundling is the process where an Incumbent Operator makes its Local Telecommunications Network available to other companies.

**"Local Telecommunications Network"** means the copper cables that run from the premises of a customer of an Incumbent Operator to the telephone exchange.

**"Minimum Period"** means in respect of each Service the first 12 months of the Service from the Service Commencement Date or the period set out in the Price List, or agreed with You following receipt of Your Application Form. For the avoidance of doubt, there is no Minimum Period for only purchasing Calls;

**"Network Operator"** means the network operator who operates the wireless telecommunications Network to which the SIM Card is connected and from whom We procure Airtime;

**"Network"** means one or more of Our approved telecommunications networks for carrying Calls or data;

**"Party"** means You or Us, and collectively referred to in this Agreement as the **"Parties"**;

**"Personal Data"** has the meaning given in the GDPR;

**"Personal Data Breach"** has the meaning given in the GDPR;

**"Price List"** means the material published by Us from time to time which includes the prices and rates for the Service or Supplied Equipment;

**"Privacy Policy"** means the privacy policy available at <https://www.thephone.coop/legal/privacy-policy/>;

**"Processor"** has the meaning given in the GDPR;

**"Processing"** has the meaning given in the GDPR, and **"Process"** and **"Processed"** shall be construed accordingly;

**"Renewal Period"** means for all Services (except Domain Services) one month following the end of the Minimum Period, or the end of a Renewal Period, and for Domain Services means one year following the end of the Minimum Period, or the end of a Renewal Period;

**"Services"** means one or more of services listed on the Application Form and described in a Service Schedule (which may include Fixed Line and Calls (Outbound and Inbound) Services, Inbound Services, Connectivity Services, Web Hosting Services, Email Services, Domain Services, VoIP Services and/or Mobile Services) that We will provide to You in consideration for the Charges that You will pay to Us in accordance with the terms of this Agreement;

**"Service Commencement Date"** means, in respect of each Service, the date upon which the Service is first made available to You;

**"Service Schedule"** means a service schedule that sets out the terms and conditions which apply to a particular type of Service;

**"Shared Data"** means any Personal Data shared between the Parties or otherwise Processed by either or both Parties under the Agreement;

**"Supplied Equipment"** means the hardware, such as telephone systems, router, phones, ducting, cables, sockets, handset or dongle supplied by Us to access Services;

**"Term"** means the Minimum Period and each Renewal Period (as applicable);

**"Termination Notice"** means the notice to terminate Your account, the Services or this Agreement (as applicable) in accordance with Clause 12;

**"Us" or "We"** means The Phone Co-op Ltd part of The Midcounties Co-operative, Co-operative Benefit Society, registered number IP19025R, registered address, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA.

**"Our"** will be interpreted accordingly;

**"Third Party Operator"** means the operator of any telecommunications Network system over which We provide the Service;

**"User"** means each of Your employees, agents and representatives and any person We reasonably believe is acting on Your authority to use the Services;

**"Website"** means <http://www.thephone.coop>;

**"Working Day"** means Monday to Friday 9am until 5.30pm and excludes a public holiday in the UK;

**"You" or "Customer"** means the customer specified on the Application Form entering into this Agreement. **"Your"** will be interpreted accordingly.

1.2 In the event of a conflict between one of more of the documents forming this Agreement, the order of precedence of such documents shall be as follows, in descending order:

- 1.2.1 these terms and conditions;
- 1.2.2 a Service Schedule;
- 1.2.3 the Application Form;
- 1.2.4 the Price List;
- 1.2.5 any supplemental agreement(s); and
- 1.2.6 any of Our policies.

## 2. OUR OBLIGATIONS

We will:

- 2.1 use reasonable endeavours to provide You with the Services by the date We advise You, though We do not guarantee that the Services will commence on that date;
- 2.2 use reasonable endeavours to ensure the Services continue to be provided throughout the Term of Your Agreement, though We do not guarantee the availability of Services;
- 2.3 aim to provide high standards of customer service within the hours published on Our Website;
- 2.4 use reasonable care and skill of that of a competent telecommunications service provider to provide You with high quality Services;
- 2.5 correct any failures in the Services as soon as it is reasonably practical unless the failure is caused by a reason covered in Clause 9;
- 2.6 maintain accurate records so as to enable accurate billing;
- 2.7 treat You equally and endeavour to provide the same quality of Service to everyone, without discrimination; and
- 2.8 let You know about any scheduled maintenance and changes to the Charges and other related communications by writing to You via the contact email address You have provided and/or Your default

@phonecoop.coop or myphone.coop email address if You receive one as part of the Services, or by post to the address provided by You in the Application Form.

- 2.9 We may occasionally give You instructions about health and safety issues when using the Services or on Your use of the Services to ensure the quality of the Services We provide to You and other customers and You agree to observe them if We do give You such instructions.

### 3. YOUR OBLIGATIONS AND ACKNOWLEDGEMENTS

You must:

- 3.1 ensure that the Equipment (to the extent that it is not provided or maintained by Us) is in good working order and complies with all the applicable standards and approvals, including those that may be notified to You by Us from time to time, so as to enable the provision of the Services;
- 3.2 not use the Services for any improper purposes or in a manner which is offensive or for a purpose which is unlawful, nor allow Your Users or any other person to do so;
- 3.3 ensure that Your Users do not act, or omit to act, in any way which may injure or damage any persons' property or in any way which may cause the quality of the Services or any aspect of them to be degraded;
- 3.4 only use and connect Equipment approved for use and which complies with all relevant legislation and regulations relating to their use;
- 3.5 comply with the terms of this Agreement and any reasonable instructions We may give to You relating to use of the Services, including but not limited to, Our Acceptable Usage Policy and Fair Use Policy;
- 3.6 provide reasonable assistance to Us to enable Us to provide the Services) to You;
- 3.7 not behave in an obscene, threatening, abusive or hateful manner to Our staff in respect of Our provision of the Services;
- 3.8 obtain access to all appropriate sites and Your premises for Our engineers and other third party personnel at mutually agreeable times to allow removal, installation and maintenance of the Supplied Equipment and the Services as and when requested by Us or a third party on Our behalf;
- 3.9 procure all necessary licences, permissions and consents to enable Us to provide You with the Services;
- 3.10 meet Your payment obligations set out in Clause 10;
- 3.11 not resell the Services without Our prior written consent;
- 3.12 provide Us with accurate, true and correct contact details. You must keep this information up-to-date and check Your email regularly.

You acknowledge and agree that:

- 3.13 the Services are not secure and We do not guarantee the prevention or detection of any unauthorised attempts to access the Services;
- 3.14 If You do not choose to take an email address provided by Us, it is Your responsibility to provide Us with a valid email address.
- 3.15 should We find after a site survey that, for any reason, providing the Services is unacceptable to Us, this Agreement or an individual order may be rescinded by Us without any liability; and

### 4. PROVISION AND USE OF OUR SERVICES

- 4.1 We will provide You with the Services in accordance with these terms and conditions and the relevant Services Schedules.
- 4.2 LLU
- 4.2.1 We may offer fixed line Services on the LLU Network. Whether We can offer You this Service will depend on the location of Your line. On the day that We transfer You to the LLU Network, You may experience a temporary loss of Service of up to 8 hours and You may also have to re-set Your access numbers and/or passwords.
- 4.2.2 Unless You have agreed previously to take a Combined Package, We will seek to inform You prior to transferring You to the LLU Network and You will have the right not to be transferred.

- 4.2.3 If You have been transferred to the LLU Network, You need to be aware that:
- (a) You may no longer be able to use some telecommunications Services You purchase from other telephone providers, such as indirect access Services (whether using the BT 1280 or other indirect access codes);
  - (b) You will no longer be able to use Connectivity Services or Line Rental Service(s) from other providers. We will not be liable for any Charges which may arise as a result of the termination of Your contract with Your existing providers for those Service(s);
  - (c) If You want to switch one or more of Your Service(s) to another telephone provider, We may have to provide Your remaining Service(s) through another Network. You accept that You may have to pay additional Charges for receiving Service(s) from Us in that case.

#### 4.3 Upgrades

- 4.3.1 You will be able to request further Services from Us (or a Service upgrade) at any time by contacting Our Business Services Team. We will then respond with an order confirmation email (if We accept Your request). You acknowledge and agree that:
- (a) any Service upgrade We agree to provide to You may trigger a new Commitment Term unless We notify You otherwise; and
  - (b) any new Service We agree to provide to You will have a separate Commitment Term which will apply to You in connection with such new Service.

### 5. PROVISION, USE AND RETURN OF SUPPLIED EQUIPMENT

- 5.1 Your Equipment may be recommended or supplied by Us or You may purchase the Equipment from an alternative supplier, dependent on the Services provided. If the Equipment is indicated as being compatible Equipment, We make no guarantee that it will remain compatible.
- 5.2 We will use reasonable endeavours to ensure that all Supplied Equipment when delivered is in full working order and performs in accordance with the manufacturer's description and specification.
- 5.3 Supplied Equipment is guaranteed according to the manufacturers' warranty. This guarantee does not extend to fair wear and tear. If You report a fault during any guarantee period, We will advise You how and where to send the device for repair provided always that:
- 5.3.1 the Supplied Equipment, and any software associated with it, has been used always in strict accordance with Our or the manufacturer's/supplier's instructions and advice; and
  - 5.3.2 the fault is not due to damage (including lightning, electrical and accidental damage) or the actions or inaction of any party other than Us.
- 5.4 Our obligation to supply and support Supplied Equipment for a particular Service will cease from the effective date of any Termination Notice in respect of such Service.
- 5.5 Acceptance of the Supplied Equipment by You will take place when You take delivery or possession of the Supplied Equipment. Risk in the Supplied Equipment will pass to You upon delivery of the Supplied Equipment to You, and You will be liable for any loss or damage of the same from the time when it is delivered to the delivery location specified in the Application Form.
- 5.6 Where Supplied Equipment is provided to You for a fee then, notwithstanding delivery and acceptance pursuant to Clause 5.5, title in the Supplied Equipment will not pass to You until the date upon which all invoices relating to such Supplied Equipment have been paid to Us in full. We reserve the right to withhold delivery until invoices relating to the Supplied Equipment have been paid in full.
- 5.7 Unless and until title in the Supplied Equipment has passed from Us to You in accordance with the terms of this Agreement, You undertake not to sell, transfer, lease, or allow the creation of a charge, lien or other security interest in respect of, or assign by way of security or otherwise deal in or encumber, the Supplied Equipment in any way. Notwithstanding the foregoing, You grant Us a lien over the Supplied Equipment and We reserve the right to exercise Our rights in respect of such lien to recover any Charges owed to Us if You fail to pay such Charges when such Charges become due in accordance with Clause 11.
- 5.8 We reserve the right to add to, substitute, or to discontinue any Supplied Equipment at any time. We do not guarantee the continuing availability of any Supplied Equipment and You acknowledge that the provision and availability of such Supplied Equipment may be dependent upon third parties.

- 5.9 We may be required to send Supplied Equipment outside of the United Kingdom for repair, and We will charge You for all costs related to such repair.
- 5.10 If You disconnect the Service or terminate this Agreement within the Minimum Period, where Supplied Equipment is provided to You on a free of charge or subsidised basis, then We may levy a charge as set out in Our Price List.
- 5.11 If We have provided You with Supplier Equipment on a free of charge basis and We send a replacement for any reason, then We will send You instructions and a bag to return the old Supplied Equipment to Us. If You do not return the Supplied Equipment according to the instructions provided then We will be entitled to charge You for the new Supplied Equipment as set out in Our Price List.
- 5.12 You agree and acknowledge that We are not responsible for and cannot be held liable for Your Customer Equipment.

## 6. SECURITY MEASURES

- 6.1 You must use the Service in accordance with Our reasonable instructions, which We may notify to You from time to time, and in accordance with any applicable laws and regulations.
- 6.2 You are responsible for all activity and usage of the Service and for any breaches of this Agreement as a result of such use of the Service.
- 6.3 Any breach of security, including but not limited to, any disclosure of a Users' username or password (including any usernames or passwords for the Billing Portal), must be notified to Us immediately and You should take all necessary steps to remedy this immediately.
- 6.4 You must ensure that Your Users keep their username and password confidential and You must encourage Your Users to set strong and robust password combinations and to change such passwords regularly. You must ensure that Users do not share usernames and passwords (including any usernames or passwords for the Billing Portal).
- 6.5 We shall have no liability for any loss or damage that may arise from any disclosure of a Users' username or password, where such loss or damage is beyond Our reasonable control, or is the result of Your Users' failure to choose a strong and robust password combination or change such password regularly. You will bear the risk of loss and assume all liability arising from any prohibited, unauthorised or fraudulent usage of the Services whether by You, a User or a third party. Any such prohibited, unauthorised or fraudulent use will be a material breach of this Agreement.
- 6.6 You must keep secure all other credentials used to access the Service, including credentials used for telephones or softphones and credentials used by Your Users, as well as the media access control (MAC) address of telephones used by You or Your Users.
- 6.7 We cannot guarantee security of Your Customer Equipment and strongly recommend that You make use of firewalls and other security software, such as anti-virus programs, to safeguard Your Users' computer and maintain the Equipment with the latest versions of software. You accept total responsibility for the safety and security of Your use of the Services and Your Customer Equipment. You are required to instigate necessary safeguards to prevent unauthorised use of the Our Network and Service.

## 7. FRAUD

- 7.1 You are responsible for all activity associated with the Services, and the Charges associated with such activities, including but not limited to, activity that is malicious or fraudulent, which We reasonably believe is attributable to Your negligence, or Your failure to act in accordance with the terms of this Agreement or with any relevant security advice or instructions We have given or made available to You.
- 7.2 In the event that We discover fraudulent calls being made on Your account, You consent to Us taking any action We deem reasonably necessary (including blocking access to particular calling numbers), without notice to You, to prevent such calls from taking place.
- 7.3 You acknowledge and agree that We:
  - 7.3.1 are under no obligation to investigate the authenticity of calls charged to Your account;
  - 7.3.2 are under no obligation to take action to prevent such calls from being made;
  - 7.3.3 are not liable for any fraudulent calls processed by Us and billed to Your account;
  - 7.3.4 are not liable for any loss or damage suffered by You relating to any malicious acts resulting from any telephone calls made in a malicious, fraudulent or otherwise similar manner,

initiated through using the Services either from within Your premises or via an external source gaining unauthorised access and where appropriate dialling out via Your data network.

- 7.4 Any changes to the Services that You direct Us to make, whether hardware changes or software programming, that may make the Services more vulnerable to such fraudulent access is at Your own risk. We will follow industry best practice when making any changes and will use reasonable endeavours to advise You when We may be aware of any access vulnerabilities associated with any change, but You agree that We can never be aware at any one time of all the methods used for fraudulent access.
- 7.5 We reserve the right to restrict access to any destination whether temporarily or permanently when We reasonably consider that fraud of some description is taking, or could take, place.

## 8. WARRANTIES AND LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement excludes or limits each parties' liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 8.2 Subject to Clause 8.1, We will not be liable to You as follows:
- 8.2.1 We will not be liable for faults, Service unavailability or Service interruption in Your Customer Equipment or affecting the Services which result in Us being unable to provide the Services. To the extent that all or any part of the Services are faulty, unavailable, or interrupted We will use reasonable endeavours to correct such faults, Service unavailability, or Service interruption.
- 8.2.2 We will not be liable for any losses, damages or claims relating to Your ability to use or to continue to use a particular telephone number or for maintenance or improvement of the Service that causes disruption.
- 8.2.3 In no circumstances will We be liable to You or any third party for any losses, damages or claims, whether direct or indirect, arising from:
- (a) loss of profits, revenues, or anticipated savings;
  - (b) loss of business or goodwill (including loss of reputation);
  - (c) loss of opportunity;
  - (d) special, indirect or consequential loss
  - (e) any fines, penalties or expenses; and
  - (f) loss, destruction or corruption of data or information.
- 8.2.4 In the event of a failure in the Services, We will not be liable if You direct Your traffic or Services to another service provider and for any additional costs or losses You may incur by doing so.
- 8.2.5 We will not be liable for any failure of performance of the Services for reasons beyond Our reasonable control, including but not limited to, those events set out in Clause 9.1, or any default or failure of a third party (including Our Third Party Operators, approved carriers, public telecommunication operators or maintainers), government actions, failure in the supply of third parties access or other events of force majeure.
- 8.3 Subject to Clauses 8.1 and 8.2, Our liability to You in any 12 month period, such 12 month period commencing on the Commencement Date or each anniversary of the Commencement Date thereafter (each a "**Contract Year**"), for any and all losses, damages or claims, whether in contract, tort (including negligence), breach of warranty or otherwise, and including a breach of Clause 17, shall be limited to the greater of: (i) the total sum of the Charges paid by You in the relevant Contract Year; or £1,000.
- 8.4 Subject to Clause 8.1, this Clause 8 sets out Our entire liability to You in relation to this Agreement and all other express or implied terms, conditions or warranties (whether statutory or otherwise) are hereby excluded to the fullest extent permitted by law. The provisions of this Clause 8 will continue to apply after this Agreement terminates or expires.
- 8.5 You will indemnify Us fully for and against all losses, liabilities, costs (including legal costs) and expenses which We may incur as a result of any misuse of the Services and/or the Equipment, whether by You or a third party.

## 9. MATTERS BEYOND OUR REASONABLE CONTROL

- 9.1 We are not responsible for events beyond Our reasonable control, including any acts or omissions by Third Party Operators. Such events might include network failures, war, terrorist activity, riots, industrial action, strikes, malicious damage, fire, flood, storm, nuclear accident or compliance with any new law or governmental order, rule, regulation or direction. We may suspend or cancel the Service (or any part of it) if, despite trying to do so, We are not able to provide it to You as a result of events beyond Our reasonable control.

## 10. DISPUTE RESOLUTION

- 10.1 The Parties will use all reasonable endeavours to resolve disputes in good faith. The Parties will, at a minimum, use the following procedure in the event a dispute arises with respect to any aspect of this Agreement:
- 10.1.1 any dispute should be raised to the Business Services Team by calling **01608 434 070** or via email to [businessservices@thephone.coop](mailto:businessservices@thephone.coop).
- 10.1.2 We aim to resolve all disputes within 7 Working Days, but if this is not possible We will escalate the issue to the Head of Customer Services to resolve.
- 10.2 Nothing in this Clause 10 shall prevent either Party from seeking equitable relief at any time in the event that a risk of imminent harm to that Party exists and no appropriate remedy for such harm exists under this Agreement.

## 11. CHARGES AND PAYMENTS

- 11.1 You must pay Us the Charges from the Service Commencement Date. We will usually ask You to pay for Services in advance and We will bill You for connectivity charges and installation charges in advance of receipt of the relevant Services.
- 11.2 Call Charges and one-off Charges (for example, engineer visits) will be billed monthly in arrears and are due for payment 21 days from the date of the invoice. You will pay the Charges for the use of the Services. If there is any delay in Us billing You for Charges in relation to calls or the provision of Our Services that were incurred by Us in a previous billing month, We reserve the right to charge You at any time during the Term of this Agreement
- 11.3 We reserve the right to charge You for any fees in respect of engineer charges, obtaining access and aborted visits in respect of the provision of, or Our attempts to provide, the Services to You, including any charges incurred by Us as a result of a Third Party Operator attending Your premises. All Service and Equipment installation fees will be charged to You and the cost of such fees may be subject to a site survey. If there is any delay in Us billing You for Charges relating to a Third Party Operator that were incurred by Us in a previous billing month, We reserve the right to charge You for any Charges that We incurred from a Third Party Operator in relation to the provision of Our Services to You at any time during the Term of this Agreement.
- 11.4 We will send You Your first invoice before or after We provide the Services (depending on the Services being provided) which will itemise Charges for Services and provide other relevant Charges and information. We will send You further invoices monthly, but if requested, We may send You an invoice at any time. We will include all Charges on Your next invoice where possible, and in any event as soon as We can.
- 11.5 We will provide access to the Billing Portal for viewing invoices on a restricted permissions basis. It is Your responsibility to ensure that a designated competent person or persons (the administrator) is appointed to administer Your account. You are solely responsible for all log in and password details for access to the portal. We provide the ability to reset the password by sending a link only to the email address that receives invoice notifications. We are not liable for any loss, damage or claims of any kind resulting from unauthorised access to Your Billing Portal howsoever made.
- 11.6 The prices and tariffs payable by You for Services are as set out in the Application Form and/or the Price List. Unless We expressly agree otherwise any and all Charges are exclusive of VAT. All electronic VAT invoices are available by accessing Your account on the Billing Portal
- 11.7 You must notify Us of any query or dispute in respect of any invoice, or any part of an invoice within sixty (60) days of the date of the invoice and We shall negotiate in good faith as soon as reasonably practicable to resolve the dispute. If You fail to notify Us of any dispute within the sixty (60) day period, the full amount of the invoice shall be payable. Payment for all sums not in dispute shall be made on the due date in accordance with this clause 11.



- 11.8 If payment is not made when due We may, without prejudice to its other rights, charge interest at the lower rate of: (i) 4% above the base rate of Co-operative Bank plc; or (ii) the maximum rate permitted by law, on any amount You fail to pay from the date when payment was due until the date of the actual payment. Interest Charges are in addition to applicable tariff debit discounts for late payment.
- 11.9 In order to comply with applicable laws and regulations, We reserve the right to limit the amount that You and Your Users can spend on third party products and services, where such third party products and services are charged to Your account a result of using the Services ("**Spending Limit**"). If We introduce Spending Limits, You will, and will ensure that Your Users will, comply with such Spending Limits.

#### **Faults in Service and Equipment Charges**

- 11.10 We will invoice You for visits We make in respect of faults with the Service or the Equipment at rates listed in the Price List where the fault does not lie with Our Service or Our Equipment or when You damage Our Equipment. We reserve the right to charge You for any Charges that We have incurred from a Third Party Operator in relation to the provision of Our Services to You at any time during the Term of this Agreement

#### **Combined Packages**

- 11.11 Combined Packages offer a single price for Line Rental, Connectivity Services and may include a Call Package. We will bill You for a Combined Package in accordance with the relevant minimum terms, tariffs, rules and Charges applying at the time the Service is billed in accordance with the terms of the Price List. The services comprising Your Combined Package may be still individually priced on Your bill.

## **12. DURATION**

- 12.1 This Agreement will commence on the Commencement Date and will continue until the end of the Minimum Period, unless terminated by Us in accordance with the terms of this Agreement. At the end of the Minimum Period and each Renewal Period (as applicable) this Agreement will automatically renew for the Renewal Period, unless terminated by either Party in accordance with the terms of this Agreement. Notwithstanding the foregoing, if We refuse to provide You with all of the Services requested in Our Application Form following the credit assessment We carry out in accordance with Clause 18, this Agreement will terminate upon notice by Us to You that We cannot provide You with all of the Services.

## **13. TERMINATION AFTER THE SERVICE COMMENCEMENT DATE**

#### **Your right to terminate Your account including all Services**

- 13.1 After the Minimum Period, You may end this Agreement by giving thirty days' (30) notice by calling or in writing to Our Business Services Team (which will be deemed a "Termination Notice" for the purposes of this Agreement). The end date of all Services will be thirty days after the day We receive notification and You will be charged for Service(s) during this period.
- 13.2 If You change Your mind and want to retain Your account You can reverse the Termination Notice without interruption to the Services and without incurring any additional Charges up to 20 days after You provided Us with Your Termination Notice.
- 13.3 If We receive notification of any Service termination on Your account, Your account will still remain open until We receive a Termination Notice from You to close the account. You cannot terminate Your Calls Service whilst continuing to receive Line Rental on the same line.
- 13.4 Where any Service is terminated (however that may happen) You agree to pay to Us any cease Charges (as posted on Our Website from time to time and/or in accordance with the Price List) where Our Third Party Operator levies such a fee against Us.
- 13.5 If You are changing Your Services (for example, regrading Your Connectivity Services, ending a calling feature or changing tariff), and is not part of a termination of the account, or termination of a Services then, unless stated at the time of application, termination terms do not apply and the current Minimum Period continues.

#### **Your right to change or terminate one or more of Your Services**

- 13.6 If You decide to change Your provider then it is Your responsibility to make the necessary arrangements with the alternative Services provider. If You are leaving Us to go to another provider, We will consider that You have given appropriate notice as soon as when We receive notice from Your new provider. If You wish to cease Your Services then You must notify Us. In the event You change provider, You agree that You remain liable for the Charges for the Services for the remainder of the Minimum Period (if You

are within Your Minimum Period) and We reserve the right to charge You such Charges and any Charges incurred by You for any Services You receive from Us until You have terminated Your Agreement in accordance with these terms.

- 13.7 If You have taken a Combined Package then the Charges due mean the Charges for the Combined Package.
- 13.8 If You want to switch one or more of Your Services to another telephone provider, We may have to provide Your remaining Services through another Network. You accept that You may have to pay additional Charges for receiving Services from Us in that case.

#### **Your right to terminate if We make changes**

- 13.9 We may need to change Your Services, Equipment, Charges or this Agreement for legal, regulatory or business reasons. Where such changes could be to Your material detriment, we will tell You about such changes in writing. If a change is to Your material detriment, We will give You at least 30 days' written notice (by letter, email, SMS or via Your monthly bill). You may end this Agreement or Your Services without charge (other than accrued charges), if You do not accept such change, and provided You contact Us within 30 days of receiving the notification.

#### **Change of address**

- 13.10 This Agreement covers provision of the Service to Your current premises and to the phone number You wish to access the Service from those premises. If You move from the premises or change telephone number, it is Your responsibility to notify Us in advance in order for Us to try to arrange to change Your Service to Your new premises or line. You must complete a change of address form, which is available by contacting Business Services. Provision of the Service at Your new premises is subject to survey. If You change Your Services during the Minimum Period and We are able to activate Your Service at Your new address without installing a new line then the current Minimum Period continues. Details of how to change address are available on Our Website. We reserve the right to restart the Minimum Period for the Service if the date of the change of address is within three months of the end date of the existing Minimum Period. If You require new or additional services to the Services under this Agreement We require You to apply for such services by sending an Application Form to Us.
- 13.11 Some Charges (such as combined line and Connectivity Services) may be dependent on the location of the line. We cannot guarantee that the same Charges will be available at the new premises.

#### **Suspension or termination of this Agreement or the Services by Us**

- 13.12 Subject to Clause 13.13, We may end this Agreement or any Service under it, or Your account at any time by providing thirty (30) days' written notice to You following the end of the Minimum Period.
- 13.13 We can suspend or terminate the Services, or Your account, or end this Agreement forthwith at any time if;
- 13.13.1 You or Your Users are in breach of the Acceptable Usage Policy or Fair Usage Policy;
  - 13.13.2 You or Your Users exceed any spending caps or limits that We impose upon You or Your Users from time to time;
  - 13.13.3 You seriously or persistently fail to comply with the terms of this Agreement;
  - 13.13.4 You persistently do not pay any Charges on time;
  - 13.13.5 You fail any credit or fraud prevention check;
  - 13.13.6 We have good reason for believing that any information You have given Us is false or misleading;
  - 13.13.7 You are subject to any bankruptcy or insolvency proceedings;
  - 13.13.8 We suspect that a fraudulent act is being, or may be, made in respect of the Services;
  - 13.13.9 We observe a pattern of unusual Usage We suspect may indicate potential fraud, such as exceptionally high call volumes;
  - 13.13.10 You exceed any account limit relating to Your expenditure in any period;
  - 13.13.11 You cancel a direct debit (if applicable);
  - 13.13.12 We suspect that You are in breach of Our or a third party's Intellectual Property Rights or rights of confidentiality, including a breach of Confidential Information;

- 13.13.13 You are abusive, threatening, behave aggressively to or harass any member of Our staff, whether in person, by phone, by email or by any other communications method;
  - 13.13.14 You make any changes to the Services (including terminating any one or more Services) which means We are unable to provide the Services, without also providing the Services You make changes to; or
  - 13.13.15 We cease to be Authorised or if Our Authorisation is revoked or modified in any way which as a material impact on Our ability to provide any part of the Services or if We are prohibited or restricted from providing any part of the Services.
- 13.14 Upon termination of this Agreement all amounts You owe Us for use of the Services will immediately become due and payable in full and You will have no right to withhold or set off any such amounts.

#### **Suspension or disconnection of the Services by Us**

- 13.15 We may where reasonable, from time to time and without notice, suspend the Services in any of the following circumstances without prejudice to Your rights hereunder, and use reasonable endeavours to restore the Services as soon as reasonably practicable:
- 13.15.1 during any technical failure, modification or maintenance of the telecommunications systems by which the Services are provided, or
  - 13.15.2 because of an emergency or upon instruction by emergency Services or any government or appropriate authority, or Third Party Operator or for Your own security.
- 13.16 During any period of suspension arising from the circumstances detailed above, You will remain liable for all Charges levied in accordance with this Agreement. If We re-instate the Service following a Service suspension or disconnection, You may be liable for a re-connection fee if the suspension or disconnection is due to default.

## **14. TRANSFERRING THIS AGREEMENT**

- 14.1 You cannot transfer or try to transfer this Agreement or any part of it to anyone else without Our prior written consent.
- 14.2 We may transfer this Agreement at any time and in which case, We will inform You in writing.

## **15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1 All right, title and interest in Our Intellectual Property Rights and the Intellectual Property Rights of Our Third Party Operators belong to Us or Our Third Party Operators and shall remain with Us or Our Third Party Operators (as the case may be) and shall not transfer to You under any circumstances.
- 15.2 You acknowledge that You have no right, title or interest in Our trade names and trademarks (or in the trade names and trademarks of Our Third Party Operators) and You shall not use such unless We agree otherwise and give You permission in writing.

## **16. CONFIDENTIALITY**

- 16.1 The parties will each keep confidential any Confidential Information received from the other party in connection with this Agreement and each party shall only disclose such Confidential Information to its employees, contractors and agents as may need to know such Confidential Information for the provision of the Services under this Agreement and who are bound by provisions of confidentiality
- 16.2 The parties shall not be required to keep confidential any information which is available to the public, or becomes available, but not as a result of a breach of this Agreement.
- 16.3 Upon the termination of this Agreement the parties will return or destroy Confidential Information it has received from the other party if requested to do so following receipt of a written notice from the other party.
- 16.4 This Clause 15 shall survive termination of this Agreement for a period of three years following termination of this Agreement.

## **17. DATA PROTECTION**

### **Controller-Controller provisions**

- 17.1 To the extent that in the course of Us providing the Services, or You or Your Users use of the Services, a Party shares Personal Data with the other or otherwise Processes Personal Data under the Agreement, each as a Controller, the following provisions shall apply:

## **Data Sharing**

- 17.1.1 The Parties acknowledge and agree that in order for Us to provide the Services and for You and Users to use the Services:
- (a) it is necessary for Personal Data to be shared by You to Us to:
    - (i) administer and approve the orders You submit to Us via an Application Form for Services;
    - (ii) implement and activate the Services that We provide to You and Users;
    - (iii) process payments in respect of the Services;
    - (iv) manage and administer any fault resolution and repair services We provide as part of the Services;
    - (v) respond to You or Users in respect of any queries or feedback We receive regarding the Services or the Agreement; and
    - (vi) manage and protect the security of the Services that We provide to You and Users;
    - (vii) comply with any applicable laws and/or regulations,
  - (b) We may be required to share Personal Data with You in relation to Your and/or Users' use of the Services, including:
    - (i) details of calls made, or received, by a User, including number called or calling, date, time and duration;
    - (ii) monitoring and reporting of Users' use of the Services, including in respect of usage limits or restrictions; and
    - (iii) a User's breach of the terms of the Agreement or any Acceptable Usage Policies or Fair Use Policies,

provided always that We are not restricted in doing so as a result of any obligations of confidentiality We may have to a third party.
- 17.1.2 The Shared Data to be shared between the Parties shall be no more than is necessary in the particular circumstances.
- 17.1.3 The Parties agree the Shared Data may only be used for the purpose specified in Clause 17.1.1, unless otherwise agreed in writing between the Parties.

## **Warranties**

- 17.1.4 Subject to Clause 17.1.6, the Party disclosing the Shared Data warrants that:
- (a) it has no reason to believe that it is prohibited from sharing, or that the other Party is prohibited from receiving, the Shared Data in accordance with the provision of the Services under the Agreement;
  - (b) at the time it is shared, the Shared Data is accurate and up to date to the best of its knowledge; and
  - (c) it will at all times ensure that it (and any sub-contractor as applicable) has obtained the Shared Data in accordance with Data Protection Laws and has provided all necessary notices to Data Subjects and has procured all necessary consents, or satisfied another legal basis, to disclose the Shared Data to the Party receiving it and for the party receiving the Shared Data to Process the Shared Data in compliance with Data Protection Laws.
- 17.1.5 Subject to Clause 17.1.6, the Party receiving the Shared Data warrants that:
- (a) it has no reason to believe that it is prohibited from receiving, or that the other Party is prohibited from sharing, the Shared Data in accordance with the provision of the Services under the Agreement;
  - (b) it shall not process the Shared Data for any purposes other than those set out in Clause 17.1.1; and

- (c) it will at all times ensure that it (and any sub-contractor as applicable) has received the Shared Data in accordance with Data Protection Laws and Processes the Shared Data in compliance with the Data Protection Laws.

17.1.6 Clauses 17.1.4 and 17.1.5, shall not apply to personal data that We process that is collected by Us directly from the User, or received by Us directly from the User.

### **Obligations**

17.1.7 The Parties shall apply appropriate security mechanisms to the Shared Data to for security purposes.

17.1.8 The Parties agree to provide such reasonable assistance as is necessary to each other to enable them to comply with any Data Subject Request made.

17.1.9 Each Party shall comply with the requirements of the Data Protection Laws in respect of the activities involving Shared Data which are the subject of the Agreement and shall not knowingly do anything or permit anything to be done in respect of or in connection with the Shared Data which might lead to or cause a breach by the other party of the Data Protection Laws.

17.1.10 Each Party shall ensure that:

- (a) where a Processor engages another Processor for carrying out specific processing activities on behalf of the Controller (for example as a sub-contractor), data protection obligations that are equal or equivalent to those set out in the Agreement shall be imposed on that other Processor and any sub-contract it enters into in connection with the Agreement shall contain terms equal or equivalent to those set out in this Schedule 4. Where the other Processor fails to fulfil its data protection obligations, the sub-contracting party remains fully liable to the other party for any acts or omissions of any subcontracted Processor.
- (b) access to the Shared Data is limited to:
- (c) those Personnel who need access to the Shared Data to meet the Party's obligations under the Agreement; and
- (d) such part or parts of the Shared Data and to the extent and manner as is strictly necessary for performance of that Personnel's duties.

17.1.11 Each Party will ensure it has in place:

- (a) processes and procedures to ensure that its Personnel comply with appropriate procedures and guidelines in relation to the processing of Shared Data, and ensure that all of its Personnel who have access to the Shared Data are aware of and have undertaken training in applicable laws relating to handling such Shared Data (including the Data Protection Laws), and are subject (by way of written agreement) to a duty of confidentiality;
- (b) technical and organisational security arrangements for the processing of Personal Data;
- (c) procedures for keeping the Personal Data safe from unauthorised disclosure or accidental deletion;
- (d) measures and procedures to respond to a Data Subject Request;
- (e) measures and procedures to deal with a data breach including processes compliant with the requirements of the Data Protection Laws; and
- (f) data storage and retention policies and procedures consistent with and appropriate to the Data Protection Laws.

17.1.12 Save to the extent required for legal, regulatory or compliance purposes each Party will cease to use the Shared Data upon termination of the Agreement.

### **Processing of Personal Data by Us**

17.1.13 You acknowledge and agree that We will collect and Process Users' Personal Data in accordance with the terms of Our Privacy Policy.

## **Shared Data Transfers**

- 17.1.14 We will not transfer Shared Data to a third party, or release it to an independent third party to use for their own purposes, except as follows:
- (a) where such Shared Data is required by the relevant third party to provide a Service to You or a User;
  - (b) where You or a User has consented to such transfer of Shared Data; or
  - (c) in the event of a reorganisation or transfer dissolution (or similar event) of Us (or any part of it);
  - (d) if We are under a duty to disclose such Shared Data in order to comply with any legal obligation, or in order to enforce the Agreement; or
  - (e) to third parties who conduct business on behalf of Us in their provision of the Services.

## **Controller-Processor provisions**

- 17.2 To the extent that in the course of Us providing the Services, or Your or Your Users use of the Services, We Process Personal Data under the Agreement as a Processor acting on Your behalf as the Controller, the following provisions shall apply:

### **Controller's rights and obligations**

- 17.2.1 the rights and obligations of the Controller are as set out in this Clause 17.2;
- 17.2.2 You will comply with Your obligations under the Data Protection Laws.
- 17.2.3 You undertake to supply Personal Data to Us in accordance with the Data Protection Laws and will provide Us with reasonable cooperation and assistance in ensuring that the processing and use of Personal Data (as described in the Agreement) is conducted in accordance with the Data Protection Laws, including without limitation, by You maintaining all necessary registrations, providing all necessary notices and procuring all necessary consents (or satisfy another lawful basis under the Data Protection Laws) in order for Us to process Personal Data as envisaged in the Agreement in compliance with the Data Protection Laws.
- 17.2.4 You are responsible for maintaining the accuracy, quality and legality of Personal Data and will provide prompt notice to Us in the event of any changes to Personal Data.
- 17.2.5 You shall promptly notify Us if You become aware of any breaches of, or other irregularities with, the requirements of the Data Protection Laws.

### **Processing obligations**

- 17.2.6 We will only use Personal Data received from You or Your Users in accordance with the terms of the Agreement, or where We have a legal obligation to process or disclose Personal Data (and the provisions of Clause 17.2.7(a) will apply in such circumstances).
- 17.2.7 Where We are acting as a Processor in respect of Personal Data processed under the Agreement, We will:
- (a) process Personal Data only on commercially reasonable documented instructions received from You (including as set out in the Agreement), unless We are required by law to process Personal Data outside the scope of such instructions, then in such circumstances, We will notify You of Our legal requirement to do so, to the extent permitted by law;
  - (b) in respect its obligations in Clause (a), notify You where, based on Our reasonable opinion (and not based on legal advice), We believe such instructions infringe Data Protection Laws;

- (c) ensure that persons authorised to process Personal Data have committed themselves to confidentiality obligations;
- (d) implement appropriate technical and organisational measures designed to prevent unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, any Personal Data including where agreed pseudonymisation and encryption of Personal Data and, measures designed to enable the ongoing confidentiality, integrity, availability and resilience of processing systems and services and restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident and/or a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures;
- (e) provide commercially reasonable assistance to enable You to fulfil Your obligations under the Data Protection Laws, which will include as a minimum: (i) notifying You of any communications from a data subject exercising its rights under the Data Protection Laws or a Regulatory Authority; (ii) making available to You the information We hold that is necessary to demonstrate Your compliance with the Data Protection Laws including in respect of Your obligation to: (a) respond to a data subject exercising its rights under the Data Protection Laws; (b) cooperate with a request of a Regulatory Authority; and (c) conduct data protection impact assessments, provided always that Our obligation under this Clause 17.2.7(e) will apply only to the extent that You do not have the ability to fulfil such obligations without assistance from Us;
- (f) without undue delay notify You after becoming aware that a Personal Data Breach has occurred and following such notification, provide commercially reasonable assistance to assist You with Your notification to a Regulatory Authority and its data subjects (if required pursuant to the Data Protection Laws) of such Personal Data Breach, to the extent that You do not have the ability to fulfil such obligations without assistance from Us. We will provide further information about the Personal Data Breach as and when such details become available; and
- (g) delete or return Personal Data held by Us at Your choice and upon receiving notice from You following termination of the provision of the Services and delete copies of Personal Data unless applicable law requires continued storage of Personal Data.

### **Sub-processing**

- 17.2.8 You authorise Us to engage subcontractors to process Personal Data in connection with the Agreement ("**Sub-processors**"). To the extent that We engage Sub-processors, We will:
- (a) provide You with written notice of any intended changes to Our Sub-processors and You may object to any such intended changes provided that You give thirty (30) days written notice to Us from the date of the notice provided by Us; and
  - (b) oblige each Sub-processor to keep Personal Data secure and confidential and impose upon each Sub-processor substantially the same terms as set out in this Clause 17.2 where appropriate taking into account the nature of the Services.

### **Transfers of Personal Data outside the UK or EU**

- 17.2.9 We will not transfer any Personal Data outside the European Union ("**EU**") or the UK (to the extent that the UK is no longer in the EU) unless: (i) You consent to such transfer; (ii) such transfer is on the basis of a European Commission adequacy decision; or (iii) We have appropriate safeguards in place to govern such transfer in accordance with the Data Protection Laws. We will provide details of any such transfers to you upon written request.

### **Audits**

- 17.2.10 We permit You, or Your duly authorised representatives, on reasonable prior written notice, unless such access is required sooner in order to comply with the request of a Regulatory Authority, to inspect and/or audit Our security practices that are relevant to the Services to verify Our security practices are carried out in compliance with the Agreement and to inspect and/or audit the relevant records (but only to the extent that those relevant records do not relate to other matters which are not the subject of the Agreement). Each Party will bear its own costs as a result of the Parties' performance of this Clause 17.2.10.

#### **Further details about the Personal Data being Processed**

- 17.2.11 Annex A to the Agreement sets out: (i) the nature and the purpose of the processing of Personal Data; (ii) the type of Personal Data; (iii) the categories of data subjects; and (iv) the subject matter and duration of the Personal Data processing.
- 17.3 Our liability to You for any and all losses, damages or claims incurred or suffered by You arising out of or in connection with Our breach of this Clause 17 shall be limited in accordance with the provisions of Clause 8.
- 17.4 You agree to act reasonably and in good faith in respect of any changes that We may make to Our security measures and business processes or procedures in order to comply with the Data Protection Laws.
- 17.5 We record calls and any Personal Data that We process as part of recording calls will be handled in accordance with the terms of Our Privacy Policy.
- 17.6 The obligations of this Clause 17 shall survive the termination of the Agreement.

### **18. YOUR DETAILS**

#### **Credit checks and Our credit assessment of You**

- 18.1 We may carry out credit checks where necessary to help Us identify and decide whether to accept Your Application Form. The credit check will include looking at the details You have given Us and registering and checking Your information with credit reference agencies and fraud prevention agencies who will also check the details of anyone You are financially associated with. You agree that We may conduct these checks and also register information about You and the conduct of Your account with any credit reference agency who will also record Our search on Our records.
- 18.2 If Our credit assessment of You does not meet Our normal requirements then We may require You to make a deposit with Us or We may refuse to provide You with the Services. For the purpose of fraud prevention, debt collection, credit management and emergency services purposes, information about You and the conduct of Your account may be disclosed to credit reference agencies, debt collection agencies, fraud prevention agencies, security agencies, financial institutions, emergency services organisations or other phone companies. For the same reason We may also perform subsequent credit checks whilst You retain a financial obligation with Us.

### **19. ANTI-BRIBERY AND ANTI-CORRUPTION**

- 19.1 Both Parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

### **20. ENTIRE AGREEMENT, WAIVER AND SEVERABILITY**

- 20.1 The terms of this Agreement set out the whole Agreement between You and Us for the Services and supersede all prior negotiations, representations, proposals, understandings and Agreements whether written or oral relating to the subject matter of this Agreement.
- 20.2 Any waiver, concession or extra time We may allow You is limited to the specific circumstances in which it was given and does not affect its right under this Agreement in any other way.
- 20.3 In the event that any provision or part-provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provisions or part-provision of this Agreement shall be severed from this Agreement. Any modification to or severance of a provision or part-provision under this Clause 20.3 shall not affect the validity and enforceability of the rest of the Agreement.



## **21. AMENDMENTS TO THIS AGREEMENT**

- 21.1 Changes to this Agreement shall be enforceable only if agreed in writing between authorised representatives of each Party, save that We reserve the right to change the terms of this Agreement for legal, regulatory or business purposes. If We believe such change is likely to be to Your material detriment then We will give You at least one month's notice of such change in writing or in an email to You and/or publishing them on Our Website and the provisions of Clause 13.9 shall apply to any changes likely to be to Your material detriment.

## **22. NOTICES**

- 22.1 Any notice given by email shall be deemed to be served on the day of transmission. In the case of written postal notice, notice shall be deemed to have been served on the date of acceptance by signature of the recorded delivery or three (3) working days after the date of posting, whichever is sooner.
- 22.2 Notices shall be served to the representatives of each Party as specified in the Application Form.

## **23. RIGHTS OF THIRD PARTIES**

- 23.1 This Agreement does not create any right for any third party to enforce the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

## **24. GOVERNING LAW AND APPLICABLE COURTS**

- 24.1 This Agreement (including its formation) will be governed by English law and the courts of England will have exclusive jurisdiction in respect of any disputes or claims in connection with this Agreement.

Annex A

(Processing of Personal Data)

Service	The nature and purpose of the processing of Personal Data	The type of Personal Data
Any and all of the Services We provide to You.	<p>Perform day to day management of accounts;</p> <p>Provide, maintain and bill for services;</p> <p>Identify, manage and resolve incidents;</p> <p>Receive, manage and resolve requests, queries, complaints and claims;</p> <p>Inform of offers relating to services where there is consent;</p> <p>Provide access to online platforms where customers can view their bills and usage and opt-in to receive usage alerts;</p> <p>Authenticate users as legitimate contacts for the account;</p> <p>Meet legal and regulatory obligations and to comply with orders of the court or other bodies having lawful jurisdiction;</p> <p>Assess and report on the credit-worthiness of customers or potential customers;</p> <p>Gather information about your general Internet use by using a cookie file. Where used, these cookies are downloaded to your computer automatically. This cookie file is stored on the hard drive of your computer and is sent to us when you access our services;</p> <p>Gather data about visits to our website and the resources that are accessed as well as information provided by filling in forms on the website, including registering for information, making a purchase, checking service availability via the availability checker our service checker or completing a contact form.</p>	<p><b>Technical data:</b> telephone numbers, account numbers, device IDs, IP addresses, service history, call and usage data.</p> <p><b>Data about Your Identity and contact details:</b> name, title, company name, fax (if relevant), address, email, telephone &amp; mobile number, date of birth.</p> <p><b>Financial data:</b> credit card (where processed) and bank details.</p> <p>Company data where this identifies a data subject e.g. company name and company registration number.</p> <p><b>Data about your MyPhone.Coop account:</b></p> <p>Administrative logons (username and password) for the customer to manage their billing portal.</p> <p>Recording of calls in and out of the call centre.</p> <p>Data relating to data subjects may be further set out in discussions and/or in writing between the parties.</p> <p><b>Special categories of personal data:</b> Including information about your health (for example, any disabilities or other health conditions, such as deafness or blindness) that you disclose to us and we may need to know in order to provide you with the Service and comply with our regulatory requirements.</p> <p><b>Data relating to your marketing preferences</b></p> <p>Including contact details such email address, mobile number for SMS messages as supplied by you.</p>
Fixed Line and Calls (Outbound and Inbound) Services	Provide, troubleshoot and repair fixed lines and calls	<p><b>Data about Your Identity and contact details</b></p> <p>Telephone numbers, installation address, and dialled numbers;</p> <p>Contact telephone numbers including mobile.</p>
Inbound Services	<p>Provide access to online platforms;</p> <p>Direct inbound calls to the inbound number;</p> <p>Provide, troubleshoot &amp; repair the service</p>	<p><b>Data about Your Identity and contact details:</b></p> <p>On-line portal account usernames and passwords.</p> <p>Telephone numbers of callers calling the inbound telephone number;</p> <p>Names of authorised users and/or administrators.</p>
Connectivity Services	<p>Provide, troubleshoot &amp; repair connectivity services;</p> <p>Gather information about broadband</p>	<p><b>Technical data:</b></p> <p>Installation address, IP address, username and password, Websites visited,</p>

	usage in order to manage traffic flows on the network.	authentication logs, online alias, service performance; Contact telephone numbers including mobile.
Web Hosting & Domain Services and Email Services	Provide servers to host websites and email platforms. Provide domain names and email addresses. Troubleshoot & repair services. Manage servers and platform for reliability and security.	<b>Technical data:</b> Usernames, passwords and names. Authentication logs and IP addresses of logons, email logs i.e. from, to, IP address and size.
VoIP Services	Provide calls & communications software over the customer's data connection. Provide access to online platforms for customers to manage their call plans and their own users; Troubleshoot & repair services; Store emergency contact details which are provided to the UK emergency services central handling agency. Provide call recording on calls requested by the customer.	<b>Technical data:</b> On-line portal logon names, usernames and passwords. <b>Data about Your Identity and contact details</b> Emergency contact details for each number on the account; Telephone numbers of callers calling in; Customers can administer contact details in their on-line accounts; Recording of calls against named users who have set up call recording; Names of authorised users and/or administrators.
Mobile Services	Provide, troubleshoot & repair services.	<b>Financial Data:</b> Amount spent, numbers that have been called or texted (but not the content of the text); Incoming calls and texts, and the location of the cell that calls were made from; The time and the length of all incoming and outgoing services like calls, texts and picture messages (MMS) and data use are recorded both the UK and abroad.

### The Categories of Data Subject

- a) Officers and staff of customer, including employees, consultants, volunteers, agents, temporary workers, casual workers and other individuals authorised to act on behalf of Customer; and
- b) End Users or their authorised representatives; and
- c) Telephone numbers calling into a customer number

### The subject matter and duration of the processing

The subject matter is the provision and maintenance of the Services and the duration of the processing is the term of the contract and for long as it is necessary for any specific regulatory or legal requirement for us to keep your information any longer.

## SERVICES SCHEDULE A

### FIXED LINE AND CALLS (OUTBOUND AND INBOUND) SERVICES

If We provide Fixed Line and Calls (Outbound and Inbound) Services to You, the terms of this Schedule A will govern the provision of Our Fixed Line and Calls (Outbound and Inbound) Services to You.

#### 1. DEFINITIONS

**"Access Charge"** is the charge for making a call to a service number beginning 084, 087, 09 and 118 and is determined by the telephone service provider of the person making the call;

**"Approved Carrier Networks"** mean the telecommunication systems operated by virtue of their licenses under Section 7 of the Telecommunications Act 1984 and any re-enactment or modification of such Act;

**"Call Package"** means a monthly call allowance with a monthly charge as detailed in Your Application Form;

**"Call Service"** means voice services provided by Us using PSTN or VoIP technology;

**"Caller Location Information"** means the information stored against telephone numbers allocated to You and Your Users which will be used to locate You and Your Users in the event of a call being placed to the emergency services;

**"Calls"** means the ability for You to make and receive telephone calls via Our telecommunications Network in accordance with this Agreement;

**"CPS"** means "Carrier Preselection Services" which is a method used to allow Us to automatically route Your Calls over Our telecommunications Network;

**"Fixed Line and Calls (Outbound and Inbound) Services"** means the services as described in this Services Schedule A;

**"Line Rental Service"** means the service to allow You to rent access to the main telephone line. Line rental is from the line card housed in a BT Exchange (or any Network telephony Equipment which provides substantially the same function), to the Network Terminating Point at the premises; and

**"Network Terminating Point"** means the place where the network ends. It is the copper termination point within Your premises where You can connect Your Equipment;

**"Service Charge"** is the charge made by the organisation being called and is determined by the number range holder. This charge is directly passed through from the number holder through Us and onto You.

#### 2. FIXED LINE AND CALLS (OUTBOUND AND INBOUND)

##### 2.1 General

2.1.1 We will supply You with telephone services which may use an access code or CPS or LLU, calling line identity and another operator's exchange lines to route selected outgoing Calls over and via Our Approved Carrier Networks.

2.1.2 Our acceptance under this Agreement is subject always to Our satisfying Ourselves that We can provide the Service(s) to You, by carrying out a site survey, if appropriate. Should We find after a site survey that, for any reason, providing the Service(s) is unacceptable to Us, this Agreement or an individual order may be rescinded by Us without any liability.

2.1.3 You accept that You do not own any telephone number We make available to You.

#### 3. LINE RENTAL

##### 3.1 Provision of and Use of the Service

3.1.1 If You take up Our Line Rental Service You must also take Our Call Service. We may take action to ensure all Calls are carried over Our Network.

3.1.2 If We provide the Line Rental Service to You then You authorise Us to act on Your behalf in all dealings with any Third Party Operator in connection with any matter that enables Us to provide or to continue to provide You with the Line Rental Service.

3.1.3 Certain services which are provided by Third Party Operators may not be compatible with the Line Rental Service, We advise that you consult the product documentation in respect of the Line Rental Service for further information. You should be aware that such services may

be automatically removed from Your line during set up and may no longer be available to You.

### 3.2 Faults with the Line Rental Service or Call Service

- 3.2.1 If You suffer or suspect a fault with the Line Rental Service or Call Service then You should contact Our Business Services Team.
- 3.2.2 We will work on any fault that is reported to Us according to the Fault Repair Service We have agreed to provide to You. The Fault Repair Services are explained in Our Price List and We will only provide the Fault Repair Services in respect of PSTN, ISDN2 and ISDN30 and Connectivity Services.
- 3.2.3 You agree that You will be responsible for all charges that You incur or We incur on Your behalf in respect of any repairs made to fix faults with the Line Rental Service or Call Service unless the fault is the result of any act or omission of Us or a Third Party Operator.
- 3.2.4 Line Rental does not cover the replacement of internal or external wiring damaged accidentally or maliciously. You acknowledge and agree that We may pass on Third Party Operator charges for any faults caused by You or as a result of erosion or damp at Your premises.
- 3.2.5 If We decide that an engineer should be sent to Your premises in connection with a fault and that engineer arrives within an agreed appointment time, You will incur an abortive visit fee if You are not available at the agreed time.
- 3.2.6 If an engineer attends a fault and decides the fault is with the Equipment owned by You then You will be charged for any work carried out and the engineer may disconnect the Equipment.

## 4. TELEPHONE SYSTEMS EQUIPMENT

- 4.1.1 If Your telephone system has least cost routing software You may need to have it reprogrammed to access Our network.
- 4.1.2 You will provide appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain the Equipment at Your premises to enable Us to provide the Services without charge or cost to Us.
- 4.1.3 We will be responsible for and maintain the Equipment and Services to the point of interconnection with another service provider and We will have no liability for the failure of another service provider's network or equipment if it affects the provision of the Services.

## 5. NUMBER PORTING AND NUMBER ALLOCATION

- 5.1 You may port numbers to Us and may also port numbers to other carriers. It is up to Your new provider to initiate the porting process and to have a porting agreement with Us.
- 5.2 If You port out Your telephone number to another provider, the Service and this Agreement will not be cancelled and You will remain responsible for payment of all subscription charges and other charges under this Agreement for their full term
- 5.3 Where We allocate any telephone numbers or codes to You as part of the Service, You acknowledge that You do not acquire any legal, equitable or other rights in relation to numbers or codes.
- 5.4 We may, upon written notice to You, withdraw or change any numbers or codes where We are required to do so. You acknowledge that any such withdrawal or change of any numbers or codes is outside of Our reasonable control and that We will not be liable to You for any loss or damage which You may suffer or for any costs or expenses which You may incur for any interruption to Your business as a result of the same.
- 5.5 You may not sell or transfer or seek to sell or transfer any numbers or codes allocated by Us.

## 6. ACCESS CHARGES AND SERVICE CHARGES

- 6.1 If You call a service number beginning 084, 087, 09 or 118 We will bill You an Access Charge and a Service Charge, which will appear as a single charge on Your bill.

## SERVICES SCHEDULE B

### INBOUND SERVICES

If We provide Inbound Services to You, the terms of this Schedule B will govern the provision of Our Inbound Services to You.

#### 1. DEFINITIONS

**“DDI”** means direct dial in numbers;

**“Inbound Services”** means the services as described in this Services Schedule B;

**“NTS”** means Number Translation Service and is the service of routing a telephone call with a non-geographic number beginning with 07, 08, or 09 to a geographic or mobile number; and

**“NTS Number”** means an NTS geographic or mobile number.

#### 2. INBOUND SERVICES

2.1 Inbound Services refers to the NTS for non-geographic numbers (03xx, 08xx) and geographic numbers (01xx, 02xx).

2.2 Use of the Inbound Services

2.2.1 You must not use Our Inbound Services to make offensive, indecent, menacing, nuisance or hoax calls.

2.2.2 You must not use Our Inbound Services fraudulently or in connection with a criminal offence.

2.2.3 The transmission of unsolicited telemarketing phone calls may, in certain circumstances, be illegal under the Privacy and Electronic Communications (EC Directive) Regulations 2003 and under the laws of a number of other countries, states and provinces. Unsolicited telemarketing through the Inbound Services is prohibited and a material violation of this Agreement.

2.2.4 You will ensure that You will use reasonable endeavours to avoid causing congestion on the Network and do not misuse the Network in any way. Where We notify You of any such congestion or misuse, then You shall immediately take all steps to prevent such congestion or misuse. If You do not promptly take such steps then We shall be entitled to take all reasonable steps to protect Our Network including the suspension and/or termination of the Inbound Services or any part of the Services.

2.2.5 Our carriers may need to temporarily suspend the Inbound Services for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before they do We will give You as much notice as We can. We will restore the Service as soon as possible after any suspension. Our carriers may have to alter code or inbound services access numbers or technical specification associated with the Service for operational reasons, and where We need to tell You about this We will give You as much notice as We can. The technical specification of the Inbound Services will only be changed where this will not materially affect the performance of the Service.

2.2.6 We cannot guarantee that We can provide Services to specific numbers where such number(s) have been transferred to Our Network from another Network Operator or where there are national code or number changes and We shall not be liable for any loss or damage You may incur due to Your inability to receive any incoming telephone calls to any such number.

2.2.7 We agree to provide You with the NTS Number(s) for use in accordance with the terms and conditions of this Agreement. However, the NTS Numbers will remain Our property at all times.

2.2.8 We shall use reasonable endeavours to allocate to You, the available NTS Number(s) requested in writing by You within an agreed timeframe. Subject to availability, We may be able to supply additional NTS Numbers with the same prefix as previously allocated NTS Numbers.

2.2.9 We will not supply NTS Numbers (and You may not use NTS Numbers) for termination outside the UK. Use of an NTS Number by You for such termination shall be a material breach of this Agreement.

2.2.10 We reserve the right to amend or change any NTS Numbers or DDI if so advised by OFCOM or any other competent legal authority.

2.2.11 We will not be liable for printing and advertising costs where You print and advertise an Inbound Services number before contracts have been signed and Your number has been built on Our platform and tested.

### 2.3 Call Charges

2.3.1 Call costs to all numbers beginning 084, 087, 09 and 118 attract a per minute Access Charge and a Service Charge.

2.3.2 Memorable numbers beginning 03 and 08 may attract a one-off charge as agreed between Us and You and such charge will be subject to VAT.

## SERVICES SCHEDULE C

### CONNECTIVITY SERVICES

If We provide Connectivity Services to You, the terms of this Schedule C will govern the provision of Our Connectivity Services to You.

#### 1. DEFINITIONS

**"Broadband Service"** means a service whereby You may gain direct access to the Internet via Your fixed line provided in accordance with the package You have selected on Your Application Form;

**"Connectivity Services"** means the Broadband Service or Fiber Broadband Service that We provide to You in accordance with the terms of this Services Schedule C and which is set out on Your Application Form;

**"Fibre Broadband Service"** means a service whereby You may gain direct access to the Internet via Your phone line by using fibre optic cables to transfer the data whether from Your premises or from the nearest street cabinet to the exchange;

**"Internet"** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide;

**"Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data;

**"Monthly Data Usage Allowance"** means the amount of data usage available on Your Connectivity Service or Mobile Service without extra charge; and

**"Premises"** means the location at which We provide You with the Connectivity Services.

#### 2. CONNECTIVITY SERVICES

2.1.1 This paragraph 2 applies if You purchase a Connectivity Service from Us as selected on Your Application Form.

2.1.2 We will issue to You with a username and password so that You may manage Your Connectivity Service.

2.1.3 We reserve the right to make changes to the specification of the Connectivity Service without notice, where such changes are not to Your material detriment. If such changes may be to Your material detriment, the provisions of Clause 13.9 of the terms and conditions of the Agreement.

2.1.4 Unless otherwise notified, Your Connectivity Service will be renewed on an annual or monthly basis depending on the Connectivity Service provided and as outlined in the Price List.

2.1.5 You will not be entitled to a refund of Your Charges for Your Connectivity Service if You terminate Your Connectivity Service during the Minimum Period.

Connectivity Service limitations

2.1.6 You will not use the Connectivity Service nor permit the Connectivity Service to be used for the transmission or publication of information (including images and sound files) which is criminal, defamatory, or in breach of Our Acceptable Usage Policy or a third party's Intellectual Property Rights or rights of confidentiality, including a breach of Confidential Information, and will indemnify Us for and against all losses, liabilities, costs (including legal costs) and expenses which We may incur in the event of such information being transmitted or published.

2.1.7 You must not use the account(s) provided to You for the purpose of obtaining unauthorised access to any computer or Service, nor disclose any passwords provided to any third party, for any reason other than by order of the court.

#### 3. BROADBAND SERVICE

3.1.1 This paragraph 3 applies only if You purchase Our Broadband Service or Our Fibre Broadband Service from Us as selected on Your Application Form.

Availability

3.1.2 Availability and activation of the Service is subject to survey. We will send confirmation or otherwise in writing prior to activation. If confirmed, the activation will proceed



automatically. There is a possibility that activation of the Service may result in You experiencing a temporary loss of Call Service on Your line.

- 3.1.3 We cannot continue to provide the Service to You if You choose to terminate Your telephone Line Rental, or You change the Services on the telephone line so that Broadband cannot be enabled. If this happens, You agree that You remain liable for the Charges for the Broadband Service or Fibre Broadband Service for the remainder of the Minimum Period (if You are within Your Minimum Period) and We reserve the right to charge You such Charges and any Charges incurred by You for any Services You receive from Us until You have terminated Your Agreement in accordance with these terms.

#### Equipment

- 3.1.4 It is Your responsibility to install the Equipment in order to use the Broadband Services and We recommend that You complete installation as soon as You have confirmation of activation from Us. If You purchased Supplied Equipment from Us and it is faulty upon arrival, You must notify Us as soon as possible, so that a replacement can be sent.

#### Minimum specifications

- 3.1.5 Where the Broadband Service is successfully activated, but You are unable to use the Service because either (i) You have not met the minimum specifications We informed You of during the registration process; or (ii) You have not purchased or installed suitable Equipment, which will be determined solely by Us, then You will incur Charges from the date the Service is activated; and We will not be responsible for any Equipment or any other products that You have purchased but cannot use. You will continue to incur Charges until You have terminated this Agreement in accordance with its terms.

#### Monthly Data Allowance

- 3.1.6 Depending on which Broadband Service You have, there may be a set Monthly Data Usage Allowance. The total volume of data transferred over Your connection, both download (e.g. receiving email, Web browsing, downloading files) and upload (e.g. sending email, file sharing) is measured. Exceeding this allowance incurs charges as set out in the Price List.
- 3.1.7 We will use reasonable endeavours to notify You via email when You have used 80% and 100% of Your Monthly Data Usage Allowance during a monthly period. It is Your responsibility to provide Us with a working email address, and to check these for notifications. The timeliness, accuracy or delivery of these notifications does not affect Your liability to pay for Charges incurred if the Monthly Data Usage Allowance has been exceeded.
- 3.1.8 If You use third party software to monitor Your data usage this may be a useful guide, however it may not give a wholly accurate reading. We cannot accept any responsibility if You incur additional usage charges not indicated by such software, which subsequently prove to be incorrect.

#### Performance

- 3.1.9 We can provide You with Our Broadband Service, however, We cannot guarantee that maximum transmission speeds can be obtained at any time; nor can We guarantee that, where You are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated timelines; however We will use all reasonable endeavours to inform You of any issues, and attempt to resolve them, as soon as is reasonably possible.
- 3.1.10 Performance is dependent on line length and line conditions. As line conditions will vary, so the line rate will vary, and may deteriorate over time.
- 3.1.11 Due to demand on the telecommunications Network and other factors outside Our control the speed of Broadband Service may vary from time to time. In addition the speed and limitations of Your chosen access Equipment may affect the transmission speed that We can provide You.
- 3.1.12 The available speed is dependent on the actual Network capacity available at that time, and data throughput equal to the maximum line rate may not be reached on some lines provided with the Service.

#### Fault Repair Service

- 3.1.13 We will work on any fault that is reported to Us in accordance with the Fault Repair Service We have agreed to provide to You. The Fault Repair Services are explained in Our Price List

#### Regrading Your Broadband Service

- 3.1.14 You may apply to upgrade or downgrade Your Broadband Service at any time, and if You do, and if We agree to such upgrade or downgrade, You will be required to enter into the relevant agreement with Us in respect of such upgrade or downgrade. Changes to Your Broadband Service may incur a charge as indicated in the Price List.

## 4. FIBRE BROADBAND SERVICE

- 4.1.1 This paragraph 4 applies only if You purchase Our Fibre Broadband Service from Us as selected on Your Application Form.
- 4.1.2 If You are already a Customer in receipt of Our Broadband Service You will have to agree to the commencement of a new Minimum Period for Your packaged Service(s).
- 4.1.3 When You sign up to the Fibre Broadband Service We will arrange a convenient time for an engineer to visit the Premises to install and set up the necessary Equipment for the provision of the Fibre Broadband Service if You have chosen that option on the Application Form. From time to time, We may have to re-schedule an appointment. If We have to do this, We will try to re-schedule another appointment as soon as reasonably possible. We will not be responsible to You for any delay in keeping appointments or if We have to re-schedule an appointment. An engineer may contact You directly in relation to Your appointment for the installation of the Fibre Broadband Service.
- 4.1.4 We may charge a fee for the installation and set-up of the Fibre Broadband Service (the "**Fibre Activation Fee**") and You will be informed of that fee at the time You order the Fibre Broadband Service. Such fees are also listed in the Price List.
- 4.1.5 If the engineer is not able to come onto Your Premises or get access to any Equipment, We may charge You an abortive visit charge as set out in Our Price List.
- 4.1.6 In order to provide the Fibre Broadband Service the engineer may have to move the location of the telephone master socket within the Premises as well as install additional wiring. If You do not consent to the change in location of the telephone master socket or the installation of additional wiring the engineer will cease the installation of the Fibre Broadband Service, You may be charged a fee to cover Our reasonable costs and You will revert back to the Broadband Service We provided to You prior to Your order of the Fibre Broadband Service.
- 4.1.7 At the time of Your Application Form We will give You an estimate of the transmission speed that We expect Your Fibre Broadband Service connection to attain and We will only process Your Order if that estimate is above the minimum transmission speed stated for the Fibre Broadband Service.
- 4.1.8 If an engineer visits the Premises to install and set up the Fibre Broadband Service and the transmission speed of Your Fibre Broadband Service does not reach the minimum specified by Us in relation to the Fibre Broadband Service We will be unable to provide the Fibre Broadband Service to You. In these circumstances You will not be charged the Fibre Activation Fee.
- 4.1.9 It may take up to two weeks from the date of installation for the speed which You achieve through the Fibre Broadband Service to stabilise.

## SERVICES SCHEDULE D

### DOMAIN SERVICES, EMAIL SERVICES AND WEB HOSTING SERVICES

If We provide Domain Services, Email Services and/or Web Hosting Services to You, the terms of this Schedule D will govern the provision of Our Email Services and/or Web Hosting Services to You.

#### 1. DEFINITIONS

**"Domain Name"** means a name registered, or to be registered, with a Registry for use as part of Your URL;

**"Domain Services"** means the registration of a Domain Name with a Domain Name Registry;

**"Email Services"** means the provision of an email address and access and storage to email correspondence. It includes the ability to send, receive and review email from any location via Our Website.

**"FTP"** means File Transfer Protocol; and

**"Registry"** means an organisation responsible for holding and processing all records for particular Domain Name extensions.

**"URL"** means Uniform Resource Locator and is used to specify addresses on the World Wide Web.

**"Web Hosting Services"** means the activity for storing space and access for websites or data including domain registration, web and database hosting, managed servers.

#### 2. GENERAL

2.1.1 This paragraph 2 applies if You purchase Web Hosting Services, Email Services and/or Domain Services from Us selected on Your Application Form.

2.1.2 We try to ensure server security and integrity of data at all times for Our Web Hosting Services, Email Services and/or Domain Services. However, despite Our efforts, issues may occasionally arise which are beyond Our reasonable control. Where an issue does arise with Our Web Hosting Services, Email Services and/or Domain Services, We will use all reasonable efforts to resolve the problem. However, We do not guarantee that We can restore any lost or corrupted data and We will have no liability for the loss or corruption of any data. It is Your responsibility to ensure that You back up Your data as necessary for You in respect of Your Web Hosting Services, Email Services and/or Domain Services.

2.1.3 We will issue to You with a username and password and electronic mail addresses so that You may manage Your Web Hosting Services and/or Email Services.

2.1.4 We reserve the right to make changes to the specification of the Web Hosting Services and/or Email Services without notice, where such changes are not to Your material detriment. If such changes may be to Your material detriment, the provisions of Clause 13.9 of the terms and conditions of the Agreement.

2.1.5 We may delete any email held using email addresses You have registered with Us if You have not accessed Your email for more than 3 months.

2.1.6 Unless otherwise notified, Your Web Hosting Services, Email Services and/or Domain Services will be renewed on an annual or monthly basis depending on the Web Hosting Services, Email Services and/or Domain Services provided and as outlined in the Price List.

2.1.7 You will not be entitled to a refund of Your Charges for Your Web Hosting Services and/or Email Services if You terminate Your Web Hosting Services, Email Services and/or Domain Services during the Minimum Period.

##### Service limitations

2.1.8 You will not use the Web Hosting or Email Service nor permit the Web Hosting Service or Email Service to be used for the transmission or publication of information (including images and sound files) which is criminal, defamatory, or in breach of Our Acceptable Usage Policy or a third party's Intellectual Property Rights or rights of confidentiality, including a breach of Confidential Information, and will indemnify Us for and against all losses, liabilities, costs (including legal costs) and expenses which We may incur in the event of such information being transmitted or published. We reserve the right to remove files without notice if We suspect they are in contravention of this Agreement.

- 2.1.9 You must not use the account(s) provided to You for the purpose of obtaining unauthorised access to any computer or Service, nor disclose any passwords provided to any third party, for any reason other than by order of the court.

### 3. WEB HOSTING SERVICES

- 3.1.1 This paragraph 3 applies only if You purchase Web Hosting Services from Us as selected on Your Application Form.
- 3.1.2 We scan all files on upload via FTP. While We do Our best to block infected files, We cannot guarantee that We will block all infected files. We cannot be held liable for any virus infections caused by visits to Your website.
- 3.1.3 All data created or stored by You within Our applications and servers are Your property. We will allow access to such data only by Our authorised personnel as may be necessary to provide the Web Hosting Services. You will indemnify Us, hold Us harmless and keep Us indemnified against any claim, loss or damage in respect of any web server content, email content or any other data contained on Our servers or within applications on Our servers.

### 4. EMAIL SERVICES

- 4.1.1 This paragraph 4 applies only if You purchase Email Services from Us as selected on Your Application Form.
- 4.1.2 We will issue to You user name(s) and password(s) for Your employees and electronic addresses so that Your employees may use the Email Service.
- 4.1.3 We reserve the right to make changes to the specification of the Email Service without notice. We may delete any email held using email addresses You have registered with Us if You have not accessed Your email for more than 3 months.
- 4.1.4 Unless otherwise notified, Your Email Service will be renewed on an annual or monthly basis depending on the Email Service provided and as outlined in the Price List.
- 4.1.5 It is Your responsibility to keep Your password(s) secret. If a Third Party uses Your username and password with or without Your consent, then You will be responsible any costs incurred.

### 5. DOMAIN NAME REGISTRATION

- 5.1.1 We will endeavour to procure the registration of the domain name You request
- 5.1.2 You confirm and warrant that You are the owner of any trade mark in any domain name (or have the authority of the owner of any trade mark to use such name) that You have requested be registered. You confirm and warrant that You are the legal owner of any domain name (or have the authority of the legal owner to use such domain name) supplied by You, or otherwise authorised by You, for use as a domain name in connection with any website in relation to which the Hosting Service supplied to You is used.
- 5.1.3 We will not be liable in the event that the relevant domain name registry refuses to register the domain name You request, or subsequently suspends or revokes any registration for that domain name.
- 5.1.4 We shall not act as Your agent or on Your behalf in any dealings with the domain name registry.
- 5.1.5 The registration of the domain name You request and its ongoing use is subject to the relevant domain name registry's terms and conditions of use which can be found at <https://www.thephone.coop/legal/>. You are responsible for ensuring that You are aware of the terms so that You can comply with them.
- 5.1.6 The domain name You request will only have been successfully registered when You appear as the registrant on the appropriate "whois" database of the top level domain name registrar.
- 5.1.7 Once the domain name has been successfully registered, it will need to be renewed periodically to ensure You retain Your registration of it. We will send You renewal notices 30 days before the renewal date of Your registered domain name. These notices will be sent to the email address then registered against Your account.

5.1.8 You hereby authorise Us to automatically renew the domain name for You unless You have cancelled the Domain Service in accordance with these terms and conditions. The price for the renewal will be as set out in the Price List

## SERVICES SCHEDULE E

### VOIP SERVICES

If We provide VoIP Services to You, the terms of this Schedule E will govern the provision of Our VoIP Services to You.

#### 1. DEFINITIONS

**"Business Portal"** means the Web based portal used by You to create and manage VoIP telephone features;

**"Caller Location Information"** means the information stored against telephone numbers allocated to You and Your Users which will be used to locate You and Your Users in the event of a call being placed to the emergency services;

**"Hosted VoIP Service"** means the hosted telecommunication services provided by Us to You via Our VoIP Platform as more particularly specified in the Application Form;

**"PBX"** means Private Branch Exchange, which is a telephone system that switches calls between users while sharing a number of external phone lines.;

**"PSTN"** means a public switched telephone network;

**"SIP Trunking"** means VoIP technology based on Session Initiation Protocol (SIP);

**"Voice-over-Internet Protocol"** or **"VoIP"** means delivery of voice and multimedia communications over Internet Protocol networks;

**"VoIP Equipment"** means the equipment supplied by Us and required for the provision of the VoIP Services;

**"VoIP Services"** means the Hosted VoIP Services, SIP Trunking and any other VoIP services We agree to provide to You as described in this Services Schedule E; and

**"VoIP Platform"** means the hardware (comprising the servers and networking equipment) and software from which the VoIP Service is provided.

#### 2. VOIP SERVICES

2.1.1 In order to use the VoIP Services, it is Your obligation to procure at Your own cost an Internet connection, either through Us or through a supplier approved by Us.

2.1.2 You acknowledge that call quality depends on both the specification and availability of the Internet connection procured by You in accordance with paragraph 2.1.1 above, and also on the Internet Protocol or telecommunications network to which the person being called is connected.

2.1.3 Where the Internet connection is supplied by a third party, We do not assume any liability or responsibility for the third party Internet connection or a third party router, and You acknowledge that in such circumstances, We cannot be held responsible for any degradation in voice quality, which may result in broken speech, echo, delay or call failure.

2.1.4 We will use reasonable endeavours to ensure that the VoIP Services is available for use at all times by You but You acknowledge and affirm that, owing to the nature of Internet Protocol and telecommunications networks, it is impossible to provide an uninterrupted or error-free VoIP Service.

2.1.5 You acknowledge and accept that the VoIP Services are not necessarily a like for like replacement for fixed telephony services and may not have identical features of PSTN or PBX services. In some cases Our VoIP Service may not be compatible for analogue lines that are being utilised for facsimile machines.

2.1.6 We will use reasonable endeavours to ensure the security of the VoIP Services but You acknowledge and agree that there is always a risk of security being breached for reasons beyond Our control.

##### Business Portal

2.1.7 We will allow access to Our Business Portal for Your self-administration only on a restricted permissions basis. When You request such access it is Your responsibility to ensure that a designated, competent person or persons (the **"Administrator"**) is appointed to administer the account. Where an action or change is not available to the Administrator, You should request in writing that We undertake such action or change. We will endeavour to make the

change as soon as reasonably practicable, subject to the validity of the change request. We will charge You all costs incurred by Us in respect of such actions or changes so requested.

- 2.1.8 You will be able to request further VoIP Services from Us (or a Service upgrade) at any time by contacting Our Business Services Team. We will then respond with an order confirmation email (if We accept Your request). You acknowledge and agree that:
- (a) any Service upgrade We agree to provide to You may trigger a new Commitment Term; and
  - (b) any new VoIP Service We agree to provide to You will have a separate Commitment Term which will apply to You in connection with such new Service (i.e. if We provide different VoIP Service(s) to You, each VoIP Service may have a different Commitment Term).
- 2.1.9 You are solely responsible for ensuring that any changes You make to the VoIP Services via the user interface, such as setting up hunt groups and/or call forwarding, are appropriate. Any loss of Service as a result of Your changes to the VoIP Services, howsoever made, is Your sole responsibility. We are not liable for any loss of Service or consequential costs or consequential losses of any kind resulting from Your changes made in the Business Portal.

#### VoIP Number Allocation

- 2.1.10 We will use reasonable efforts to ensure that You are able to keep the number during the Term of this Agreement but We reserve the right to change the telephone number on reasonable notice at Our sole discretion.
- 2.1.11 Any telephone numbers allocated to You by Us as part of the VoIP Service do not belong to You. Where We allocate any telephone numbers or codes to You as part of the Service, You acknowledge that You do not acquire any legal, equitable or other rights in relation to numbers or codes.

#### VoIP Number Porting

- 2.1.12 We will provide number portability, when Our underlying VoIP suppliers allow such capability.
- 2.1.13 If You sign up to Our VoIP Services and You request to transfer Your number from another telephone provider, We will use reasonable endeavours to do this if reasonably practicable and provided that Your existing provider agrees to release the number. If it is not reasonably practicable, We will provide You with a new number(s). You acknowledge that where a number is to be ported away from a losing provider, this may result in termination of the line on which the number was previously allocated.
- 2.1.14 You may also port numbers away from Us to other carriers with whom We have porting agreements. We are not able to guarantee the transfer of numbers to other providers as this is dependent on Us having a porting agreement with the new provider in question.

#### 999 and the Emergency Numbers Database

- 2.1.15 You acknowledge that Our VoIP Services are a voice over data network service, and as such, they are dependent on Your Internet connection to the Network and the Network itself. Your VoIP Service may therefore cease to function if there is a power failure or a failure in the underlying Network. This failure may be caused by reasons outside Our control. Calls to the emergency services numbers 999 and 112 and that calls to other VoIP services may fail if there is a power cut or if Your Internet connection fails.
- 2.1.16 You acknowledge and agree that the address provided by You will be passed to the emergency services and will be used in location finding during a 999 call. You acknowledge and agree that:
- (a) the address provided is the location that the emergency services will use and that it is Your responsibility to notify Us of any changes to this information; and
  - (b) where technically feasible, We have an obligation under Ofcom's General Conditions of entitlement to ensure that accurate Caller Location Information is available to the emergency services database and that this is maintained. We will regularly update the emergency services database with the details stored against each User.

- 2.1.17 You acknowledge that You are solely responsible for providing to Us and maintaining the primary location information (which is the address that the VoIP Service is being used at) ("**Primary Location Information**"). It is imperative that where a number has permanently changed address details, You promptly update the Primary Location Information through the Business Portal (or inform Us promptly in writing).
- 2.1.18 If an emergency call is made from a number on the VoIP Platform and the address information is found to be incorrect, We will be notified of this by Our Third Party Operators and We will inform You. Ofcom requires an amended record to be submitted within two days from notification, and where this is consistently not met, fines may be levied against Us by Ofcom. You shall fully cooperate with Us to ensure We are able to comply with this obligation.
- 2.1.19 We may provide You with a landline if You request so. In the event that, for any reason You do not wish Us to provide You with a landline and We agree to Your request, We strongly recommend You that You maintain a landline for contacting the emergency services.

#### VoIP Equipment

- 2.1.20 We or Our appointed agent (or sub-contractor) will deliver the VoIP Equipment at the location agreed with You in advance. We will use reasonable endeavours to deliver the VoIP Equipment by the date We give to You. However, any delivery date given is an estimate only and We accept no liability for any delay in delivery however caused.
- 2.1.21 Where any installation is required and You agree to pay Our Installation Charges, We or Our appointed agent (or sub-contractor) will install the VoIP Equipment and/or other Supplied Equipment You purchase from Us for use at the premises. We will use reasonable endeavours to install the VoIP Equipment and/or the Equipment You purchase from Us by such date as it may be advised to You. However, any installation date given is an estimate only and We accept no liability for any delay in installation however caused.



## SERVICES SCHEDULE F

### MOBILE SERVICES

If We provide Mobile Services to You, the terms of this Schedule F will govern the provision of Our Mobile Services to You.

#### 1. DEFINITIONS

**"Airtime"** means mobile telecommunications services procured from the Network Operator;

**"Airtime Charges"** means the Charges payable by You for Airtime supplied by Us;

**"Bundle"** means the allowance of text, minute, picture message, data or other service which You buy from Us for a pre-determined fee;

**"Dongle"** means a USB modem or similar device to connect Your computer to the mobile network for accessing the Internet;

**"Handset"** means a wireless telecommunications device or mobile phone incorporating a SIM Card;

**"Mobile Line Rental"** means the Charges payable by You which forms the non-usage dependent part of the Airtime Charges;

**"Mobile Services"** means the Airtime and Mobile Line Rental that is supplied by Us to You as described in this Services Schedule F;

**"PAC"** means Porting Authorising Code and is a 9 digit number which is required to transfer a mobile number between mobile service providers;

**"SIM Card"** means the subscriber identity module supplied by the Network Operator (and which will remain the property of the Network Operator) which identifies a Handset as belonging to You and is Used to access Our Mobile Service; and

**"SMS"** means Short Messaging Service, which enables text messages to be sent and received via Handsets connected to the Mobile Service.

#### 2. MOBILE SERVICES

##### Service standards

2.1.1 You acknowledge that We are entirely dependent upon Our suppliers and the Network Operator in relation to the quality of Airtime, in terms of line clarity, and call interference and the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other causes of physical or electromagnetic interference that may from time to time adversely affect the provision of Airtime.

2.1.2 Our "Pay-As-You-Go" service is not part of these terms and conditions and is covered by Our separate terms and conditions available on Our Website and at [payg.thephone.coop](http://payg.thephone.coop).

##### Provision of and Use of the Mobile Services

2.1.3 On acceptance of an application by You, We agree and undertake to use reasonable endeavours to provide the Mobile Service on the following terms:

(a) We will provide the Mobile Services by a date which We will specify. If You request any change to Your Application Form then We may need to determine a new date for provision of the Mobile Services. All dates for provision are estimates only. We accept no liability for failure to meet any estimated date for provision.

(b) We will operate a fault reporting service in respect of the Mobile Services but not if Your Handset has not been purchased from Us. You should report any faults in the Mobile Services to the Business Services Team.

(c) We will provide the Airtime to You and will use reasonable endeavours to procure the Mobile Service from the Network Operator on a 24 hour a day 365 days per year basis and connect and activate each SIM Card on to the Airtime and to allocate numbers appropriately to each SIM Card.

(d) You agree not to use SMS for the purpose of marketing or advertising.

(e) You agree that We are acting as a mobile virtual network operator and as such have no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to You.

2.1.4 Depending on which Service You have, there may be a set Monthly Data Usage Allowance. The total volume of data transferred over Your connection, both download and upload is measured. Exceeding this allowance incurs charges as set out in the Price List.

2.1.5 We will use reasonable endeavours to notify You via email when You have used 80% and 100% of Your Monthly Data Usage Allowance during a monthly period. It is Your responsibility to provide Us with a working email address, and to check these for notifications. The timeliness, accuracy or delivery of these notifications does not affect Your liability to pay for Charges incurred if the Monthly Data Usage Allowance has been exceeded.

#### Bundles

2.1.6 Each Bundle lasts for one calendar month, even if it is used sooner, or until it is cancelled or terminated. Your Bundle will automatically be renewed each month for a further month. You may end a Bundle up to 10 working days before it is renewed by contacting Customer Services. If You do, We will end it on the Bundles renewal date. You will be liable for all Charges incurred up to the Bundles renewal date, regardless of when You give notice of cancellation.

2.1.7 We may need to change or withdraw any element of the Bundle Service as a result of changes made by Our suppliers or if the Bundle Service is uneconomical, technically impractical, and unfeasible or otherwise not fulfilling its purpose to You or Us. If We do, We will give You as much notice as We reasonably can.

2.1.8 You may only have one Bundle type per mobile phone number at any time subject to further agreement with Us. Bundles are non-transferable and cannot be exchanged for cash unless otherwise agreed with Us.

2.1.9 If Your Bundle is renewed, or changed to a different Bundle, unused allowance in Your existing Bundle will not carry over to the next month. If You end Your Bundle or change to a different Bundle You will not be able to use any unused allowance.

2.1.10 Any voice call, text, picture message or other use of Airtime outside of or in excess of Your monthly Bundles allowance will be subject to additional call Charges set out in the Application Form, Our Price List or on Our Website.

2.1.11 Any "Unlimited" bundles will be subject to conditions set out in Our Price List.

#### Lost or Stolen SIM cards

2.1.12 You undertake that throughout the Term, You will notify Us immediately (and to confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of the Mobile Services. You will be responsible for any charges incurred as a result of unauthorised use of any SIM Card, or the information contained within a SIM Card, until We have suspended the Mobile Service.

#### Handsets and Dongles

2.1.13 It is Your responsibility to set up Your Handset or Dongle and We recommend that You set up Your Mobile Service as soon as You have confirmation of activation from Us.

#### Changing mobile provider or discontinuing Your Mobile Service

2.1.14 You must give Us thirty (30) days' notice to end Your Mobile Services (which will be deemed a "Termination Notice" for the purposes of this Agreement).

2.1.15 If You wish to change to another Mobile Provider You will need to call Us to request a PAC code(s). This is a PAC code(s) request and not a Termination Notice. The PAC code(s) lasts thirty (30) days and if You do not change provider within that period You will need to request new PAC code(s).

- 2.1.16 Using Your PAC code does not terminate Your account and Charges continue to be payable by You until thirty (30) days after You have given to Us a Termination Notice in relation to Mobile Services.
- 2.1.17 If You terminate all the Service(s) within the Minimum Period (where applicable) then You must immediately pay the rest of the Charges due in the Minimum Period.