

TERMS AND CONDITIONS OF SERVICE

Image Telecom Solutions Ltd



Terms and Conditions of Service

Issue Date: 1 January 2007

1. The Services

1.1 The Image Telecom Solutions Ltd ("ITS") services you are subscribing to ("the Services") as referred to overleaf and as described in our Service literature from time to time are made available to you on the terms and conditions set out and/or as referred to below.

1.2 We will use our reasonable endeavours to make the Services available to you during the period of this agreement. However if we are not able to because of any factor outside of our control, for example, due to faults in other telecommunications systems or for operational, maintenance or remedial purposes, we must exclude any liability to you. Please note that you must not use the Services for any improper, immoral malicious or unlawful purposes nor must you allow others to do so, as detailed in our Acceptable Use Policy which is available upon request.

2. Our Charges

2.1 Our charges for the provision of the Services are set out in the applicable ITS Tariff Guide published from time to time. Payment of our charges is strictly due when you receive your bill and VAT will be added to all bills at the relevant rate. Generally, it is our policy to send bills to you on a monthly basis but we reserve the right to send you bills at any time and from time to time at our discretion and amend such payment schedule.

2.2 We reserve the right to require you to provide a deposit at any time and to set off all or part of any such deposit against monies owing by you to us at any time. On settlement of your final bill such sums deposited or the balance thereof (if any) will be reimbursed to you. No interest is payable on any monies.

2.3 We will send bills or other notices to you at your nominated address, so please tell us of any changes to this address. If you fail to make payment of our charges by the due date, we reserve the right to charge interest at the rate of 3% above the base rate of Royal Bank of Scotland at the date payment was due until the date of actual payment whether before or after judgement and to recover from you all costs and expenses incurred by us in attempting to obtain payment from you.

2.4 Please note that the cost of making a call to the Services is determined by the network operator on whose network a call originates and not by us. The costs of such a call may, therefore, vary between network operators and be subject to change at any time and without notice.

3. Variations

3.1 We reserve the right to vary (i) the Services, (in whole or in part) these terms and conditions, our charges and/or (ii) terms of payment at any time and from time to time but we will only do so for one or more of the following reasons:

- (a) where it becomes not reasonably practicable to continue to make available the Services or any part thereof for any technical, or operational or regulatory reason;
- (b) to maintain the competitiveness and viability of the Services or our business as

a whole, taking into account actual or expected changes in market conditions or the charges levied on us by the network operators; or

- (c) to ensure that our business is run prudently; or
- (d) to reflect or comply with any legislation, Statutory instruments or other licensing or regulatory requirements.

3.2 We will endeavour to give you 30 days notice of any variations(s) relevant to you which shall become effective immediately on the expire of such notice period where such notice period is given.

4. Suspension of Services

4.1 We may suspend and/or disconnect you from the Services in whole or in part at any time without notice and without liability if:

- (a) there is an emergency or if any of our system(s), or any other system(s) to which our system(s) are connected break down or require modification, repair or maintenance; or
- (b) you act in such a way that the operation of the Services (in whole or in part) or any of our systems is or may be jeopardised or impaired; or
- (c) you are in breach of the terms of this agreement or any other agreement with us; or
- (d) we are required to do so by any competent authority.

4.2 During the period of any suspension, you will remain liable for all charges, and we may make a charge for reconnecting you to the Services and apply different payment terms as a condition of reconnection.

4.3 In order to protect against potential fraud or other improper use of the Services we reserve the right to disconnect any call which exceeds a pre-set period (initially 2 hours) without prior notice to you

4.4 We may apply a usage limit to your account (which we may alter by notice to you) and suspend access to the Services if this limit is exceeded without any prior notice to you.

5. Our Payments

5.1 On the relevant call tariff we will pay to you a rebate to be calculated on the number of minutes of incoming calls received through the number. The amount of this rebate will be paid at the rate indicated on your agreement and only if the minimum level of rebate has been reached within the period indicated on our agreement.

5.2 A rebate statement will be sent to you on a regular basis but only if the minimum level of the rebate has been reached. Rebates will only be paid on submission of an invoice in line with our statement and then only if submitted within six months of the date of the statement.

5.3 Payments to yourselves will be made by BACS transfer to your bank account and at the frequency indicated on your agreement. Payment of any rebate shall be normally paid

- within 30 days of the payment date but ITS shall not be responsible for late payments.
- 5.4 We reserve the right to change the rate of rebate and rebate payment date at any time but we will only do so after giving at least 30 days notice in writing. In the event of cancellation of services by either party any rebates due at the date of cancellation will revert back to ITS.
- 6. Duration and Termination**
- 6.1 This agreement shall commence on the date we first make the Services available to you. You may terminate your subscription on the expiration of any minimum period by giving us one months notice in writing by recorded or registered post, although any charges paid by you in advance will not be refundable.
- 6.2 We may terminate your subscription and your use of the Service(s) immediately by giving you notice in writing if:
- you are in breach of any of the terms of this or any other agreement with us; or
 - you do not make any use of the Services for a continuous period of six months in which case we will quarantine the telephone number allocated to you for not less than three months and may reallocate it afterwards; or
 - you commit any act of bankruptcy or if any petition or receiving order in bankruptcy is made against you or, where you are a company, any resolution to wind you up is passed or if a receiver or administrator is appointed over the whole or part of your assets; or
 - any licence to run the Services, whether under the Wireless Telegraphy Act 1949 to 1967 or Telecommunications Act 1984 or otherwise is revoked, terminated or modified for any reason either in whole or in part.
 - by giving you three months notice in writing.
- 6.3 Where your subscription to the Services is terminated by either of us for any reason you must pay all outstanding charges (including the charges applicable to any unexpired period of your subscription) to us immediately.
- 7. Our Liability**
- 7.1 This Section 7 specifies our entire liability to you (including liability for negligence) and which provisions shall survive termination of this agreement.
- 7.2 We accept liability without limitation for death or personal injury resulting from our negligence and where you deal as a consumer (as defined in section 12, Unfair Contract Terms in Consumer Contracts Regulations 1994) for any breach by us of any obligation implied by law to use reasonable skill and care in the provision of the Services.
- 7.3 Unless otherwise expressly stated, our liability in contract, tort or otherwise (including liability for negligence) howsoever arising, shall be limited to a maximum of £1,000 in respect of all events arising in any twelve month period.
- 7.4 We shall not be liable for any breach of our obligations under this agreement to the extent that the same is caused by any factor outside of our control.
- 7.5 Except as provided above, we shall not be liable for any loss, damage or injury to you whatsoever and howsoever caused whether direct or indirect, consequential or contingent and whether foreseeable or not. In particular we shall not be liable for any financial loss, loss of business, future loss of business, contingent loss of business, contracts, savings, revenue, use or goodwill nor for the loss or corruption of data transmitted over our systems or those of our suppliers.
- 7.6 All other statutory express, implied or collateral terms, conditions or warranties are negated and excluded.
- 8. General**
- 8.1 These terms and conditions and the applicable ITS Tariff Guide applicable from time to time is the complete and exclusive statement of the agreement between you and us and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communication between you and us relating to the subject matter hereof.
- 8.2 All rights to the telephone number(s) made available to you hereunder shall remain with us at all times. We reserve the right to change your telephone number(s) by giving you 3 months notice in writing, to another number of our choice without any liability to you. You may not assign any or all of your rights and responsibilities under this agreement but we may assign all or any of our rights and responsibilities, by notifying you in writing.
- 8.3 You agree to our disclosure to any other telecommunications company, credit reference agency, debt collection agency, security agency or financial institution, or any information relating to your subscription to and use of the Service or such other disclosure as may be within our Data Protection Act 1984 registration.
- 8.4 We reserve the right at any time to record by whatever means any conversations between you and our staff.
- 8.5 Any bill or notice from us will be deemed to have been received by you within 48 hours of posting.
- 8.6 Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it was given. It does not affect our rights under this agreement in any other way.
- 8.7 Your subscription to the Service shall be governed, construed and shall take effect in accordance with the laws of England. It shall be subject to the jurisdiction of the English courts.
- 9. Novation**
- 9.1 For the purposes of this agreement any reference to ITS will mean Image Telecom Solutions Ltd and or its subsidiaries or successors.
- Image Telecom Solutions Ltd, Harrop House,
119 Stockport Road, Marple, Stockport,
SK6 6AF
- Registered in England No. 4093696