

## Eurodexx Standard Terms and Conditions v1.6

---

IF THESE TERMS AND CONDITIONS ARE TOO SMALL FOR YOU TO READ COMFORTABLY PLEASE CALL CUSTOMER SERVICE ON 020 333 333 00 AND WE WILL SEND YOU A LARGER PRINT VERSION.

### Section 0

#### Definitions

---

This Agreement is made on the date at the foot of the Eurodexx electronic document

**Between:**

1.  
Eurodexx Ltd  
86-90 Paul Street  
London  
EC2A 4NE  
Company Number 07546889

Hereafter referred to as "Eurodexx" of the one part;

**and**

The authorised signatory of this agreement

Hereafter referred to as "Customer" of the other part.

Terms & Conditions for the Provision of Equipment and Services

1. DEFINITIONS

1.1 In these Conditions the following terms shall have the following meanings:-

"Additional Charges" means Charges which may be made (in addition to the Annual Support Charge) for additional services supplied pursuant to condition 6.3.3;

"Annual Minimum Call Spend" means the minimum annual sum of money as set out on the Order Form that will be spent by the Customer on call charges commencing on the Connection Date or any anniversary thereafter during the term of the Contract;

"Annual Support Charge" means the support charge for the Maintenance Services as set out on the Order Form;

"Business Day" means any and all days between Monday and Friday in any week but excluding English bank holidays or public holidays;

"Call Commissions" means such sums payable by Eurodexx to the Customer in accordance with condition 8.2.7;

"Carrier" means the relevant third party public telecommunications operator or third party network service provider;

"Charges" means the charges payable by the Customer for Services as set out on the Order Form or in the relevant Tariff;

"Code" means any code of practice published by PhonepayPlus from time to time;

"Commencement Date" means the commencement date for the Minimum Term of the Maintenance Services (where applicable) being the date of Delivery of the relevant Equipment or such other date as specified in the Order Form or as otherwise agreed in writing between the parties;

"Company" means Eurodexx Limited a company registered in England and Wales Registration No 07546889 whose registered office is 86-90 Paul Street, London, EC2A 4NE and the expression "Company" includes Eurodexx's permitted assigns employees and agents;

"Connection Date" means the date when the Carrier having received the relevant information from Eurodexx is in a position to and has agreed to commence provision of the Network Services to the Customer;

"Contract" means the agreement between the Customer and Eurodexx for the provision of the Equipment and/or Services (or any of them) incorporating these Conditions, the Order Form and any other Service Specific Conditions incorporated into the Contract in accordance with condition 2.1;

"Customer" means the person, firm or company specified on the Order Form and any other person reasonably appearing to act within that person's, firm's, or company's authority and includes where relevant the Customer's permitted assigns employees and agents;

"Delivery" means the point that the Equipment arrives at the Customer's Sites before (where applicable) the unloading of Equipment from the delivery vehicle and 'Delivered' shall be construed accordingly;

"End User Service" means such entertainment, live or recorded information or other service (including Premium Rate Services) made available by the Customer from time to time for itself or any Information Provider.

"Equipment" means the equipment and/or software related products to be supplied under the Contract as set out in the Order Form (and also has extended meanings under condition 5.4.2 and condition 6 in the case of and for the purposes of those conditions only);

"General Conditions" means the general conditions of entitlement set out in the notification issued by the Director General For Telecommunications on 22 July 2003, in accordance with section 48(1) of the Communications Act 2003, pursuant to section 45 of said act, as may be amended from time to time;

"Information" means information or other content which is made available to callers and which represents the subject matter of a Premium Rate Service in whole or in part;

"Information Provider" means any organisation or person providing Information or with whom the Customer contracts in respect of the provision of Premium Rate Services;

"Installation" means the physical installation of Equipment at the Customer's Sites;

"Installation Services" means services relating to the supply and Installation of Equipment (where applicable);

"Minimum Term" means the minimum contract period applying to each of the Services commencing on the Commencement Date or the Connection Date with regard to Network Services (as the case may be) and expiring on the day at the end of the minimum period set out in the Order Form;

"Network Services" means the network services more particularly detailed on the Order Form (as modified or substituted from time to time) to be provided hereunder by Eurodexx to the Customer;

"Normal Working Hours" means 9am to 5.00pm on any Business Day;

"Number" means either (i) such telephone number from within a national number group range (used by the Customer in connection with an End User Service) as may be allocated by Eurodexx to the Customer from time to time ("Company Number") or (ii) such telephone number not being a Company Number from within a national number group range (used by the Customer in connection with an End User Service) and as may be programmed by Eurodexx for the purposes of making available a Network Service in respect of such telephone number;

"Order Form" means the order form overleaf which sets out the details of the order, including (without limitation) the Customer's details and the Equipment and/or Services to be supplied under the Contract, and constitutes the Customer's order;

"PhonpayPlus" means the regulatory agency for Premium Rate Services or any similar body which may be appointed in addition to or in substitution of PhonpayPlus by any competent authority;

"Premium Rate Service" means any service comprising live or recorded telephone information and/or entertainment and similar services which would be defined as such in the Code;

"Price" means the price for the Equipment and Installation Services (where applicable);

"Services" means any of the services supplied by Eurodexx including, without limitation, the Installation Services, the Network Services and the Maintenance Services (as applicable);

"Service Specific Conditions" means any additional terms and conditions which are to apply to the Contract as specified in the Order Form or these Conditions in respect of specific Services, for example (and without limitation) the Broadband Acceptable Use Policy;

"Site" means a place of business at which the Services and/or Equipment are to be provided as specified in the Order Form;

"Special Entry" means any additional entry to the appropriate phone book requested by the Customer in addition to the regular information published about the Customer in any phone book issued by BT; and

"Tariff" means Eurodexx's tariff for each of the Services which may be varied from time to time;

"User Instructions" has the meaning given to it in condition 6.5(ii).

## **2. Services:**

Eurodexx determines the hosting, internet, telecommunication products and any other services offered at any time to the Customer, at their sole discretion.

- (i) Except as provided in the related sections these General Conditions apply to each and any provision of Services to the customer to the exclusion of all other conditions, agreements, understandings or arrangements not set out in the applicable section.
- (ii) Services are provided on the terms contained within the associated sections. When you enter into a service agreement with Eurodexx in relation to the provision of that Service the terms of that Separate Contract shall take priority over these Conditions.
- (iii) Eurodexx reserve the right to subcontract its obligations and/or duties set out in this Agreement.
- (iv) The customer may not refer to Eurodexx in its sales or marketing activity or literature except with the prior written consent of Eurodexx and or attached to this agreement as an section, such permission may be withheld and reserve the right to give a reason;
- (v) Eurodexx may need to change or alter the configuration of the Service or Service Equipment provided under this Agreement in order to provide the Service to Customer. Eurodexx shall use reasonable efforts to give at least 14 days prior written notice to customer of any such change or alteration where possible.

## **3. Customer Charges:**

You must pay for any set-up charges for services supplied by Eurodexx in relation to the services requested and supplied herein and or are set out in the price list located at [www.eurodexx.com](http://www.eurodexx.com), or in turn serviced to you by email or post. These rates are part of this contract. After any initial payments have been made, thereafter, all payments are made strictly by the agreed method, facilitated and made available within your control panel or otherwise set out in an section herein, thereafter, on a monthly basis unless agreed in writing by a Director of Eurodexx to the contrary;

**3.1** At any time during the term of this Agreement, Eurodexx may, upon giving the customer 30 day's prior notice in writing or by electronic or such expeditious means as Eurodexx may from time to time decide, vary its Charges.

**3.2** Charges for a Service shall accrue from the date above or the date on which the Customer commenced use of the Service.

**3.3** payments will be due within 14 days, after which, the amount will be deemed overdue and Eurodexx will be in a position to implement clause 3.4 herein

**3.4** Interest shall be payable on all overdue invoices from the due date until actual payment in line with clause 3.10 contained herein.

**3.5** All charges are, unless agreed otherwise, exclusive of value added tax and any other applicable sales tax or duty which shall be payable by Customer at the prevailing rate.

**3.6** Eurodexx reserves the right to carry out a credit check prior or after the customer's acceptance of this agreement and request copies of two utility bills from the declared business address. Subsequent to any credit check Eurodexx reserves the right to request a deposit or 3rd party guarantee, to be specified at that time, from the Customer as a condition of providing or continuing Service. Any deposit shall be held by Eurodexx for a period of twelve (12) months (or until the Agreement is otherwise terminated) when it shall be returned in full or credited against an invoice at Eurodexx's sole discretion. Any deposit does not relieve the customer of the responsibility for the prompt payment of invoices in accordance with relevant Clauses contained herein.

**3.7** Eurodexx reserve the right if undue excess activity on the customers account is observed and or the customers capability to pay within the due period, to reduce the payment of invoices to weekly or a security deposit taken to the amount deemed necessary to cover, for a period of no more than 6 months or less if predetermined by Eurodexx in writing.

**3.8** Payment Methods available are defined on the customers control panel, website and invoices, Eurodexx reserve the right to dictate the method of payment when it deems necessary. In the interest of the environment and in order to offer the best end user prices, Eurodexx only accepts electronic payments for services rendered, Eurodexx does not accept cheques as settlement of monthly billing invoices.

**3.9** If the customer pays any Charges due to us: (i) by cheque or direct debit and the Customer's approved financial institution refuses to make payment; or (ii) in a currency other than pounds sterling; we will charge the Customer for any bank charges, approved financial institution fees and/or extra administration costs (which may include third party charges) that we incur as a result.

**3.10** If the Customer does not meet the due payment by due date, Eurodexx reserve the right to: (i) suspend or terminate the customer access to the Services relevant Control Panel; and/or (ii) charge the Customer interest on the overdue amount(s) at the rate of 3% per annum above HSBC plc base rate. Interest is calculated and accrues daily; and/or (iii) charge an administration fee to cover late payment costs.

**3.11** If Customer disputes any invoice, the Customer must notify us in writing of the dispute and providing us with sufficient detail to investigate the matter and determine whether the Customer's dispute is genuine and reasonable, prior to the due date for the invoice (ref clause 3.3). If we determine (at our sole discretion): (a) that the Customer's dispute is not genuine or reasonable, the Customer must pay the invoice in full, plus any interest charged on the full invoiced sum in accordance with clause 3.10 above; or (b) that the customers dispute is genuine and reasonable, the Customer must pay the undisputed part of the invoice and we will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes Eurodexx amount due, the Customer must pay all sums owed to us within 7 calendar days of resolution of the dispute, Eurodexx reserve the right to charge interest in accordance with clause 3.10 above from the date payment of the disputed invoice was due; or (ii) such that we owe the Customer money, we will (at our sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the dispute any amount overpaid by the Customer. Each Party will responsible for their own costs. Customer payment of an invoice constitutes acceptance of the charges on said invoice and backdated refunds or credits pertaining to invoicing errors and omissions will be at the sole discretion of Eurodexx.

**3.12** Eurodexx reserves the right to increase the Fees for Services in respect of which it has entered into a Contract with you upon 14 days prior written notice to you.

**3.13** If the customer elects an alternative payment method to that of paying by monthly Direct Debit, Eurodexx shall be entitled to charge a monthly administration fee of £5.50.

**3.14** If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 7 days of its date, then without prejudice to any right or remedies under this Agreement, Eurodexx shall from the time of such failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Eurodexx an administration fee of £25. For the avoidance of doubt the time

of payment is of the essence of this Agreement and a failure to pay on time or the cancellation of a Direct Debit shall be a material breach of contract allowing Eurodexx to terminate this Agreement immediately. Invoices paid by credit card incur an additional £5 or 3% charge of the transaction whichever is the greater.

#### **4. Trade Marks:**

Nothing in this Agreement shall be construed to grant to you any license or any other proprietary or contractual right or interest in Eurodexx. Eurodexx shall retain all right, title and interest (including copyright and other proprietary and intellectual property rights) within the customer website Site and or advertising literature, including all legally protected elements and derivative works thereto.

**4.1.** Unless otherwise specified in writing by Eurodexx, we are the owner or licensee of all intellectual property rights within the Eurodexx Website and control panels along with all subsidiaries and associated companies to Eurodexx Computer Services Limited, and in the material published within it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

**4.2.** Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the web sites/panels determined in clause 4.1 have asserted their moral right pursuant to Section 77 of the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

#### **5. Waiver:**

If at any time we do not require the Customer to comply with any provision of this Agreement, this will not prevent us from doing so in relation to that or any other provision of this Agreement in the future.

#### **6. Customer Representations:**

You hereby represent and warrant to Eurodexx that:-

- (i) If an individual, you are at least 18 years of age
- (ii) You have full power and authority to execute and deliver this Agreement and Sections and to perform its obligations hereunder
- (iii) This Agreement constitutes your legal, valid and binding obligations; and
- (iv) All information that you have provided, and may from time to time provide, to Eurodexx are, unless you deliver written notice to Eurodexx to the contrary, shall continue to be, true and complete. Any falsifying of information within this agreement will be your sole responsibility under law.

#### **7. Indemnification:**

You hereby agree to defend, indemnify and hold Eurodexx harmless from and against any suit or proceedings brought against Eurodexx that arises from any illegal activity by you, breach or any associated person of your obligations, representations or covenants contained within this Agreement.

#### **8. Faults:**

Eurodexx will make every effort to provide you with the best possible service; we cannot guarantee that the service will never be at fault. Eurodexx will make every effort to correct all reported faults as soon as we reasonably can, affording any notice period where possible and complying with the clauses contained herein.

#### **9. Security:**

We will issue you with a username and password for accessing Eurodexx's Customers Control Panel, hereafter known and referred as "Control Panel" in this agreement and attached sections. These are essential for your secure use of the control panel and service, so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions. To ensure that the service remains secure, you must not change or attempt to change a username. If we think there is likely to be a breach of security or misuse of the service we may change your password and then we will notify you that we have done this; and/or suspend username and password access to the Control Panel Interface. If

Eurodexx Terms and Conditions (v1.6) ©

you think that any username or password has become known by someone not authorized to use it, or if any password is being or is likely to be used in an unauthorized way, it is your responsibility to inform Eurodexx immediately. If any of the information you give to us when you commence with Eurodexx, including any changes to your payment details, you must inform us as soon as possible.

## **10. Authorisation and Authentication:**

**10.1** Eurodexx when required will issue a username and password to the End User via e-mail if not already issued for another service. This login information will serve as identification of the Customer and all services attached to and within its control panel, when accessing Eurodexx services, either via its web site or through its programmatic interfaces.

**10.2** The Customer is responsible for careful use and storage of the username and password issued by Eurodexx. The Customer acknowledges that Eurodexx recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Customer agrees to immediately notify Eurodexx in order to suspend the Customer's account and or take other appropriate measures with the account if required. Eurodexx shall not be held liable for losses or other consequences arising out of such misuse.

## **11. Operational contingencies:**

Eurodexx may need to temporarily suspend a service for operational reasons (e.g. for repairs, planned maintenance or upgrades), Eurodexx will give you as much notice as deemed possible but not obligated to do so. Eurodexx will make every attempt to restore the service as soon as possible after any suspension or outage. Eurodexx reserve the right to alter code or access numbers or technical specification associated with the service deemed necessary for operational reasons. The technical specification will only be changed where this will not materially affect the performance of the service.

## **12. Code of Practise**

Eurodexx will do its utmost to support and assist the Customer and or signatory of said agreement, in everyway possible to the best of our endeavours, to continue with our redevelopment program and to conform to our code of practice found on our web site.

## **13. Limitation of Liability:**

Under no circumstances shall Eurodexx be liable to you for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Eurodexx is advised of the possibility of any such damages.

## **14. No Assignment:**

You may not assign (by operation of law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the written consent of Eurodexx.

## **15. Sections:**

Any sections attached to this agreement in relation to updates, amendments and or extra services provided by Eurodexx are part of and obligated by the terms within this agreement.

## **16. Third Party Rights**

A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**17. Terms and Conditions:**

This agreement is in conjunction with the Terms and conditions available on the Eurodexx website respective to the services provided and it is the responsibility of the customer to read and accept the conditions described therein by signing this agreement, the signatories are confirming so.

**18. Governing Law:**

This Agreement shall be governed by and construed under the laws of the England only.

**19. Notices:**

Any notice to be served by Eurodexx on the Customer shall be deemed to have been duly served if sent by e-mail or first class post to the Customer at his last known address. Any notice served by first class post shall be deemed to have been served three days after posting and any notice served by e-mail shall be deemed served 48 hours after sending. Any notice to be served on Eurodexx should be served by sending said notice by post to the Company's registered address. Any notice served shall only be deemed served once the Customer has received an acknowledgement from Eurodexx of receipt. Proof of acknowledgement of receipt of such notice by Eurodexx will only be deemed valid if produced in writing.

**20. Enforceability:**

If one or more provisions of this Agreement and or its attached sections are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its own terms.

**21. Force Majeure:**

Neither party shall be liable to the other for any default under this Agreement where such default was caused by any unforeseen event beyond the reasonable control of the defaulting party. Such events include, by way of example only: the result of any Act of God; war, insurrection or civil disorder; failure or shortage of power supplies; national or local emergency; acts or omissions of government; industrial disputes of any kind; the acts or omissions of other companies.

**22. Termination:**

Either the Customer or Eurodexx may terminate this Agreement at any time, by giving 28 days notice thereof (via electronic mail or other means) to the other party, and;

**22.1** Without prejudice to any other rights Eurodexx may terminate the Agreement immediately and or suspend all or part of the services until further notice, if the Customer, at Eurodexx's sole discretion, damages Eurodexx's reputation or relationship with existing or potential future customers, or brings the company name into disrepute.

**22.2** Without prejudice to any other rights the Customer may terminate the Agreement by giving the aforementioned notice period if Eurodexx are unable to supply the services associated with this agreement and its sections and promoted through the Eurodexx website.

**22.3** Without prejudice to any other rights Eurodexx may terminate the Agreement immediately after non payment of invoices and or no communication after a period of 28 days. Eurodexx reserves the right to block access to the customer's panel and take control of said panel. The Customer will be liable to all invoices incurred up to the agreed date of termination of this agreement.

**22.4** Eurodexx becomes aware that Customer is using or is likely to use the Services in any way which may be interpreted as illegal, immoral or otherwise disreputable, or likely to expose Eurodexx to un-acceptable risks legally or otherwise, Eurodexx reserve the right to suspend or terminate with immediate effect with no prior notice.

**22.5** Any termination shall not relieve the customer of its obligation to pay any charges incurred hereunder. The Parties' rights and obligations which by their nature would extend beyond the termination, or expiration of this Agreement shall survive such termination, or expiration for the avoidance of doubt, termination of a Service does not affect the provision of any other Service provided pursuant to this Agreement.

**23. Dispute Resolution:**

Eurodexx will make every effort resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the Customer, the customer has right to seek arbitration for the dispute to be resolved with the Ombudsmen Otelo (<http://www.otelo.org.uk>). Details of our complaint and dispute resolution procedures are set out in our Code of Practice.



## 24. Entire Agreement:

This Agreement together with its Schedule and attached sections constitutes the entire Agreement between the parties on the subject matter hereof and shall supersede all prior written or verbal agreements and understandings between the parties. In the case of all services offered or supplied, where the additional or replacement terms are required in this agreement shall also be regarded as part of our agreement and where applicable to individual services refer to the attached section hereto.

## Agreement to our Terms and Conditions

By signing this contract and intending to be legally bound, you agree to the terms within this agreement and you the undersigned have executed this agreement effective as of the date of said agreement, the undersigned is acceptance thereof.

# Section 1

## Broadband ADSL and Data Services

---

### ADS 1. DEFINITIONS:

All previous definitions in this agreement are utilised in conjunction with this Section in relation to the Xdsl service, defined herein, unless the context otherwise requires:

1.1 "**Agreement**" means The Customers Agreement in full referenced above, inclusive of all sections, attachments and relevant Terms, conditions and applicable application form and AUP;

1.2 "**Access Line**" means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to Eurodexx;

1.3 "**Act**" means the Telecommunications Act 1984;

1.4 "**Carrier**" means any supplier of telecommunications services to Eurodexx for the Service;

1.5 "**Commencement Date**" means the date when the Customer first receives the live Service.

1.6 "**Customer Apparatus**" means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment;

1.7 "**Equipment**" means any apparatus or equipment provided by Eurodexx or any third party to the Customer at the Premises to enable provision of the Service;

1.8 "**Minimum Period**" means

(a) thirty six (36) months unless otherwise stated within the main contract.

(b) Eurodexx ADSL Standard services - one (1) calendar month from the commencement date.

1.9 "**Eurodexx System**" means the telecommunication system which Eurodexx runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, Eurodexx from a third party

1.10 "**Person**" means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

1.11 "**Restricted Information**" means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

1.12 "**Services**" hereafter and related to this section means those manual and automatic Adsl and all related services as described on the date hereof and within the Company's website [www.icukhosting.co.uk](http://www.icukhosting.co.uk) together with any increased or improved services of such a nature that may be provided by the Company.

**ADS 2. GENERAL:**

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Section are for convenience only and shall not affect its interpretation.

**ADS 3. PROVISION OF SERVICE:**

3.1

Eurodexx will provide the Service to the Customer in accordance with the Conditions of this Agreement and sections and within the Term and Conditions found on the Eurodexx website in relation to the customer's customers.

3.2

The Customer must make sure that they have an Access Line with the Physical Characteristics required in order to receive the Service. If the Customer changes from the required Physical Characteristics, Eurodexx cannot be held responsible if they are no longer able to receive the Service.

3.3

Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:

3.3.1 Transfer rights to the use of the Service to any third party, whether in whole or in part;

3.3.2 Disclose Service features, errors or viruses to any third party without the prior written consent of Eurodexx;

3.3.3 Use the Service except in conjunction with Eurodexx recommended operating environment, notified by Eurodexx or modifies the Service without Eurodexx prior written consent.

3.3.4 Eurodexx reserves the right to change the Customer's password at any time at its sole discretion.

3.4

From time to time certain Points of Presence (PoPs), servers, or the whole or part of the Network may be closed down for routine repair or maintenance work. Eurodexx or its authorised representative shall give as much notice as in the circumstances is reasonable and Eurodexx shall endeavour to carry out such works during the scheduled maintenance periods as published from time to time.

3.5

Eurodexx may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Eurodexx will give the Customer as much notice as possible of any planned interruption of the Customer's Service. In these circumstances The Customer shall have no claim against Eurodexx for any such interruption

3.6 Equipment and customer responsibilities

3.6.1 The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular:

3.6.2 Not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.

3.6.3 Not to contravene the Act or any other relevant regulations or licences.

3.6.4 Not to allow any unauthorised access to the Equipment or the Services.

3.6.5 The Customer hereby agrees that its apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act and Eurodexx shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Eurodexx it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Eurodexx.

3.6.6 The Customer undertakes to use the Services in accordance with the Act and Eurodexx's acceptable use policy and fair usage policy (as published from time to time at [www.eurodexx.com](http://www.eurodexx.com))

3.6.7 Any Equipment supplied by Eurodexx further to a rental agreement remains the property of Eurodexx and must be made available for collection on the expiry or termination of this agreement.

3.6.8 The Customer will not procure or be party to an agreement or arrangement to provide or receive telecommunications material, Services or services similar to the Services by way of telecommunication provision via the Equipment without the permission of Eurodexx in writing and the prior payment in full for the Equipment. For the avoidance of doubt the use and/or provision of services using the Equipment and/or Services which may be deemed by the airtime services provider as a gateway is a material breach of this agreement.

3.6.9 The Customer shall not publicise any number in any way or commit to any advertising or publicity until such time as it has received from Eurodexx in writing confirmation that the number is live and tested. Eurodexx will use reasonable endeavours to provide you with the Services by the dates agreed with you and to continue to provide the services until this agreement is terminated. Eurodexx will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Eurodexx is supplying network services as part of the Services the Customer must provide to Eurodexx details of all the related services that it wishes to receive relating to any telephone number that the Customer wishes to use. Eurodexx will provide network Services through such party as it deems appropriate.

3.6.10 The Customer shall give Eurodexx at least 30 days written notice in the event that above average use of the Services is likely to occur. Eurodexx shall not be liable for failure/withdrawal of any part of the Services should such notice not be given.

3.6.11 Eurodexx's acceptable use policy and fair usage policy form part of this agreement and includes any restrictions imposed on Eurodexx by the provider to it of the Services and/or Equipment and is designed to protect the level and quality of the services that Eurodexx offers to all of its customers and permits Eurodexx to regulate the Customer's use of the Services. The Customer acknowledges that, in respect of any broadband speeds, any speeds quoted by Eurodexx are approximate only and that the level of service that can be obtained by the Customer will be dependent on factors outside the control of Eurodexx including but not limited to the geographical proximity of the Customer to the local exchange and the quality of the infrastructure serving the Customer's premises.

3.6.12 Where required by Eurodexx, the Customer shall ensure that environmental conditions are maintained for Equipment.

3.6.13 Where BT Openreach charges Eurodexx for repairs (and/or engineering call out), and the fault is due to damage to the Customer's equipment, Eurodexx reserves the right to invoice the Customer for the amount of such BT Openreach charge together with an administration charge of £25.

3.6.14 The Customer hereby duly authorises Eurodexx, its dealers and agents to reprogram and or remove existing access equipment in order to provide the Services. In the event that the work is undertaken by the Customer's existing maintainer and not Eurodexx, Eurodexx will pay a maximum contribution of £75 plus vat towards any charges raised by the Customer's existing maintainer. The Customer to pay all other costs.

3.6.15 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, Eurodexx will charge for the work and the costs incurred.

3.6.16 unless otherwise agreed the Customer shall at its own expense carry out such site preparations as Eurodexx may reasonably require. Where a site survey is carried out the costs thereof and of any required work identified in the site survey shall be borne by the Customer.

3.6.17 The Customer shall allow or procure permission for Eurodexx and any other person(s) authorised by Eurodexx to have reasonable access to the Customer's premises and the Services' connection points or, where network connection services form part of the Services, such location on the Customer's premises and/or any neighbouring premises as Eurodexx reasonably requires and shall at all times provide such reasonable assistance as Eurodexx requests.

3.6.18 Eurodexx will endeavour to carry out work by appointment and during normal working hours, but may request the Customer to provide access at other times. If at the request of the Customer Eurodexx carries out work outside its normal working hours the Customer will be responsible for Eurodexx's reasonable additional charges.

#### **ADS 4. AUTHORISATIONS AND AUTHENTICATION**

4.1.

The Company will issue a username and password to the Customer via e-mail if not already issued for another service. This login information will serve as identification of the Customer and all services attached to and within its control panel to the Company, when accessing the Company's Adsl services, either via its web site or through its programmatic interfaces. The Company will perform no further authentication of the Customer's identity.

4.2.

The customer agrees that all web site activities and programmatic actions which can be traced to its username and password are deemed as having been performed by the Customer itself and are legally binding on it.

4.3.

The Customer is responsible for careful use and storage of the username and or password issued by Eurodexx for the customers. The Customer acknowledges that Eurodexx recommends changing the password on a regular basis. If misuse or theft of the login information is suspected,

the Customer agrees to immediately notify Eurodexx in order to suspend their account and or take other appropriate measures. The Company shall not be liable for losses or any other consequences arising out of such misuse.

#### **ADS 5. RISKS**

5.1.

The Customer acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Customer agrees to accept full responsibility arising from such risks and the consequences of the Customers usage of Eurodexx Adsl and related services herein and contravening clause 5 within the agreement.

#### **ADS 6. CUSTOMERS LIABILITY:**

6.1.

The Customer agrees to abide to all laws and regulations applicable services provided by him. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

6.2.

The Customer acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement and related sections. Therefore the Customer shall comply with all relevant rules and regulations as in defined in clause ADX3 herein, regarding treatment, use and exploitation of private personal data and other personal information. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to “opt out” completely of the Customers database along with the manner in which they can request this.

6.3.

It is the Customers full responsibility if they break any appropriate regulatory bodies rules, regulations or guidelines.

6.4.

The Customer hereby agrees to indemnify and hold Eurodexx, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Customers services, use of the services, connection to the Services, breach of this Agreement and or the Customers violation of any rights of any other Person or Persons.

#### **ADS 7. PRICING AND PAYMENT:**

7.1.

Eurodexx shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or Eurodexx website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

7.2.

Subject to our discretion we will invoice you with credit terms of 10 days net, on an Annual basis only. Eurodexx reserve the right to charge interest on all outstanding amounts on a daily basis at the rate of 3% per annum above the base lending rate, from the date of the invoice until the date of actual payment or judgement has been enforced.

7.3.

Any installation fee as specified to you in writing, website or through your control panel, is payable in advance by credit card or as reference in clause 6.5 of the main agreement

7.4.

All fees are subject to change with Adsl. In the event that the Eurodexx increases its fees, you will receive prior notice as determined within the agreement.

7.5.

In addition to the fee set out on the web site and or determined to the customer in writing, Eurodexx shall be entitled to charge the Customer for the reasons given.

7.5.1. Internal Relocation - If a Customer on behalf of his Customer wants to relocate the main phone socket from one room/floor to another within the same building.

7.5.2. Abortive Visit Charge - Abortive visits include attendance to incorrect address provided by the customer, site does not meet requirements specified by BT or End User is not available.

7.5.3. Administration Charges - Where The Customer through or on behalf of his Customer provide illegible, materially incomplete or incorrect order details.

7.5.4. Reworking Charge - If the Customer on behalf of his Customer consents to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.

7.5.5. Order Cancellation - If the Customer on behalf of his Customer requests the cancellation of the Eurodexx ADSL service five (5) or less days prior to the arranged installation date.

7.5.6. Cessation of Service - The customer agrees to pay any costs incurred by Eurodexx due to cessation of a broadband service supplied. When directly cancelling as a result of a customer house move where a cessation and new provision of service is required and or, when moving to an LLU based ISP and or cessation of the telephone line over which broadband service is provided for whatever reason.

7.6.

Method of payment – as referred to in clause 6.7 of the Customers Agreement

## **ADS 8. DOMAIN NAMES, INTERNET PROTOCOL ADDRESSES:**

8.1.

The Customer confirms and warrants that he has in accordance and determined by, Ofcom's "Code of Practice" and "Terms and Conditions" and any other relevant authorities in this area, has full title and ownership the domain name(s).

8.2.

The Customer acknowledges that Eurodexx cannot guarantee that any domain name the Customer requests will be available or approved for use.

8.3.

Eurodexx has the right to require the Customer to select a replacement domain name and may suspend the relevant service associated with the domain name if, there are reasonable grounds to believe the Customer's current choice of domain name is, or is likely to be, in breach of the provisions of this Agreement and law.

8.4.

If the Service includes the registration of an Internet domain name the Customer acknowledges and agrees that:

8.4.1.

Eurodexx does not represent, warrant or guarantee that any domain name applied for by the Customer will be registered in its requested name or is capable of being registered by it or that the use of such domain name will not infringe any third party rights. Accordingly, the Customer should take no action in respect of its requested domain name(s) until it has been notified that its requested domain name has been duly registered.

8.4.2. The registration of the domain name and its ongoing use by the Customer is subject to the relevant industries protocols and or the relevant authority's terms and conditions of use. The Customer undertakes to Eurodexx that it will comply with such terms and conditions. The Customer hereby irrevocably waives any claims it may have against Eurodexx in respect of any decision of a naming authority to refuse to register a domain name and, without limitation, acknowledges and agrees that any administration or other charge paid by the Customer in respect of the registration of the domain name, is non-refundable.

8.4.3. Eurodexx accepts no responsibility in respect of the use of a domain name by the Customer. Any dispute between the Customer, other individual or organisation regarding a domain name, must be resolved between the parties concerned and Eurodexx will take no part in any such dispute. Eurodexx reserves the right on becoming aware of such a dispute concerning a domain name at its sole discretion, to either suspend or cancel the relevant service associated with the domain name and/or to make such representations to the relevant naming authority as it deems appropriate with no further redress from the Customer.

8.5.

Any Internet Protocol address allocated by Eurodexx to the Customer shall at all times remain the sole property of Eurodexx and the Customer will have a non-transferable licence to use such address for the duration of this Agreement. If this Agreement is terminated for whatever reason, the Customer's licence to use the Internet Protocol address shall automatically terminate and thereafter it will not use such address.

## Section 2

### Contract Formation

---

#### 2. CONTRACT FORMATION

2.1 The details recorded on the Order Form, together with these Conditions and any other Service Specific Conditions referred to as being applicable to the relevant Contract, shall be the exclusive terms and conditions of the Contract between the parties and any such Contract shall be conditional only upon the credit status of the Customer being to the satisfaction of Eurodexx (in its sole discretion) and, in respect of Network Services, the conditions set out in condition 5.2.1 being met.

2.2 All quotations and tenders are given and contracts are made by Eurodexx subject to and only upon these Conditions and any Service Specific Conditions, which cannot be varied unless previously agreed in writing by Eurodexx and these Conditions and any relevant Service Specific Conditions supersede and override all other terms and conditions appearing elsewhere including any terms and conditions of the Customer and any course of dealing established between Eurodexx and the Customer.

2.3 In the event of a conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions will prevail in respect of the relevant Service. In the event of a conflict between these Conditions, any Service Specific Conditions and the Order Form, the Order Form will prevail in respect of the relevant Service.

2.4 Any illustrations, samples or descriptive material, including drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the Contract but shall be treated as approximate only unless specifically stated otherwise. Any savings quoted are illustrative only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of Eurodexx and must not be copied or loaned or transferred.

2.5 No variation of the terms of the Contract however notified (save with regard to the manuscript details on the Order Form including, where initialled by both parties, manuscript amendments to the type face, as such details may be inputted by authorised sales staff) will be accepted by Eurodexx unless authorised by notice in writing by a Director of Eurodexx.

2.6 Each order for Equipment and/or Services (except in the case of Installation Services which will form part of the contract for the supply of Equipment) shall (for the purposes of this condition 2.6) be deemed a separate Contract (whether or not included on the same Order Form) to the effect that any delay or failure to supply Equipment and/or Services shall not entitle the Customer (to the extent that any such entitlement exists) to terminate the Contract for other Equipment and/or Services or any other contract entered into under these Conditions.

2.7 Any undertaking by the Customer not to do any act or thing shall be deemed to include an undertaking that the Customer shall procure that any user of the Services (to include without limitation any employee, agent or contractor) shall not do such act or thing.

## Section 3

### Customer Orders and Specifications

---

#### 3. CUSTOMER'S ORDER AND SPECIFICATIONS

3.1 The Customer shall be responsible for providing Eurodexx with all information relevant to the supply of the Equipment and the provision of Services (as the case may be) within sufficient time to enable Eurodexx to duly perform the Contract.

3.2 Without limitation to the generality of condition 3.1, the Customer shall be responsible for ensuring that the details set out on the Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by the Customer or any agent or representative of the Customer in connection with the supply of any Equipment or the supply of any Services (as the case may be) by Eurodexx are accurate and fully describe the Customer's requirements and the Customer shall be liable in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred or sustained by Eurodexx by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any such drawings, sketches, specifications, descriptions or other instructions in relation thereto.

## Section 4

### Supply of Equipment and Installation Services

---

#### 4. SUPPLY OF EQUIPMENT AND INSTALLATION SERVICES

In the event that the section related to Equipment is completed on the relevant Order Form, this condition 4 shall apply to the Contract.

##### 4.1 DELIVERY

4.1.1 In consideration of payment of the Price pursuant to condition 9.1 Eurodexx shall take reasonable steps to deliver the Equipment and where applicable supply the Installation Services within an estimated period for delivery, such period shall (unless otherwise specified) commence from the date of receipt by Eurodexx of all instructions and information for the execution of the Contract, but such time is not guaranteed nor deemed to be of the essence of the Contract.

4.1.2 Without prejudice, the Customer shall be responsible for providing Eurodexx with any necessary instructions for delivery of the Equipment within a reasonable period prior to the estimated delivery date advised by Eurodexx to the Customer.

4.1.3 If the Customer fails to take delivery of the Equipment or if by reason of instructions or lack of instructions from the Customer the delivery of any Equipment in accordance with the Contract is delayed for more than twenty-eight days after Eurodexx has given notice in writing to the Customer that the Equipment is ready for delivery the Equipment shall be deemed to have been Delivered in accordance with the Contract and thereafter the Equipment shall be deemed to be at the risk of the Customer. The Customer shall pay to Eurodexx the reasonable costs of storing, protecting and preserving such Equipment after the expiry of such period of twenty-eight days.

4.1.4 If the Contract provides for Delivery by instalments delay in the Delivery of any instalment shall not entitle the Customer to treat the Contract as at an end or to reject any other instalment.

4.1.5 If by reason of refusal or delay of delivery or installation the Equipment shall be deemed to have been Delivered in accordance with condition 4.1.3 then payment shall be made by the Customer to Eurodexx of the balance of the Price within seven days of such deemed delivery date.

##### 4.2 CONNECTION

4.2.1 The responsibility for the cost of connection to the public switch network and/or the provision of additional lines to the public telephone system lies with the Customer.

4.2.2 The Customer shall ensure that a suitable earthed mains electricity supply of 240v to the Institution of Engineering and Technology's IEE Wiring Regulations in force at the date of Delivery is available for each piece of Equipment within 3 metres of such pieces of Equipment.

4.2.3 The Customer shall prepare the Site(s) in accordance with Eurodexx's instructions so that any necessary Equipment can be installed. The Customer will meet the costs of preparing the Site(s).

##### 4.3 PROPERTY AND RISK

4.3.1 The Equipment shall be at the Customer's risk from the moment of Delivery or deemed Delivery (as described in condition 4.1.3) whether or not property in the Equipment has passed or payment or part payment made therefore, and thereafter the Customer shall be responsible for insuring the Equipment.

4.3.2 Notwithstanding Delivery and the passing of risk, the property in the Equipment supplied under the Contract shall not pass to the Customer until Eurodexx has received in cash or cleared funds payment in full for the Equipment and Installation Services (where applicable) and all other equipment and/or services agreed to be sold by Eurodexx to the Customer for which payment is then due.

4.3.3 Until such time as the property in the Equipment has passed to the Customer, the Customer shall hold such Equipment as Eurodexx's fiduciary agent and bailee, and keep such Equipment properly stored, protected and insured and identified as being Eurodexx's property until title passes.

4.3.4 Until such time as the property in the Equipment passes to the Customer Eurodexx shall be entitled at any time to require the Customer (at the Customer's cost) to deliver up the Equipment to Eurodexx to its nominated location and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and repossess such Equipment.

4.3.5 The Customer shall not, without the written consent of Eurodexx, be entitled to pledge or in any way charge by way of security for any indebtedness any Equipment which remains the property of Eurodexx, but if the Customer does so all moneys owing by the Customer to Eurodexx shall (without prejudice to any right or remedy of Eurodexx) forthwith become due and payable.

##### 4.4 LIABILITY FOR REPLACEMENT OR REPAIR

4.4.1 Subject to the following sub-clauses of this condition 4.4, Eurodexx shall, for a period of twelve months from the date of Delivery or Installation (where applicable) whichever is the later event, at its option and without cost to the Customer either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of Eurodexx to be the result of faulty design, materials or manufacture or Installation (only where Eurodexx supplies Installation Services under the Contract) provided that Eurodexx shall have no liability for any such defects unless the Customer notifies Eurodexx, within three Business Days from Delivery or Installation (where applicable) whichever is the later event, of any defect arising prior to and/or on Delivery or Installation (as the case may be) and (subject to condition 4.4.2) within twenty four hours of any latent defect arising within such twelve month period.

4.4.2 Where the Customer enters into an agreement for maintenance of the Equipment with a third party, Eurodexx's liability for repair, replacement, renewal shall be transferred to the relevant third party maintenance provider on Delivery, subject only to Eurodexx's liability in



respect of defects arising on or before Delivery of the Equipment provided that the Customer notifies Eurodexx within three Business Days of Delivery in accordance with condition 4.4.1.

4.4.3 Where Eurodexx is to supply Maintenance Services in respect of the relevant Equipment under the Contract, condition 6 shall apply and in the event of any conflict between this condition 4.4 and condition 6, the provisions in condition 6 shall prevail.

4.4.4 The liability of Eurodexx shall apply only to defects that appear under proper use and under conditions of operation not more onerous than those declared to Eurodexx by the Customer prior to entering into the Contract, and in particular shall not apply to defects which arise from the Customer's neglect, misuse, faulty maintenance or from alterations carried out without the prior written consent of Eurodexx or from repairs carried out improperly by the Customer or its servants or agents or arising from normal wear and tear.

4.4.5 Any repaired or new parts will be delivered by Eurodexx to the Customer free of charge. Any Equipment which has been returned to Eurodexx and replaced by Eurodexx shall become the property of Eurodexx.

4.4.6 Eurodexx reserves the right to charge on a quantum merit basis for the costs of repairs and/or call-outs where the damage has resulted from misuse or unauthorised repair or alteration of the Equipment by the Customer.

4.4.7 Neither acknowledgement of receipt nor investigation by Eurodexx of any claim hereunder or consent given hereunder shall constitute or imply admission by Eurodexx of any liability in respect of such claim.

#### 4.5 TRADEMARKS AND BRANDING

4.5.1 Eurodexx shall be entitled to fix to any Equipment legends bearing Eurodexx's and/or its third party supplier's name and/or trademarks or other marks ("Marks")

4.5.2 The Customer shall ensure that no Marks affixed to the Equipment are removed or defaced at any time.

## Section 5

### Network Services

---

#### 5. NETWORK SERVICES

In the event that the section(s) relating to Network Services is completed on the relevant Order Form, this condition 5 shall apply to the Contract.

5.1 DURATION. Subject to earlier termination under condition 13 or as otherwise stated in this condition 5:

5.1.1 The Network Services will commence on the Connection Date and continue for the Minimum Term as set out in the Order Form.

5.1.2 Not used.

5.1.3 The Customer may terminate the Contract by giving no less than three (3) months' notice in writing to Eurodexx, such notice to become effective no earlier than the day after the last day of the Minimum Term.

#### 5.2 SUPPLY OF NETWORK SERVICES

5.2.1 Any order for Network Services which is accepted by Eurodexx pursuant to condition 2.1 is conditional on the following:

(a) Eurodexx carrying out a survey which reveals to Eurodexx's satisfaction that it is possible for Eurodexx to supply the Network Services and that any details or information used by Eurodexx to determine the Charges applicable or any other terms of the Contract, whether supplied by the Customer or otherwise, are accurate and not misleading. The Charges may change depending on the results of such survey; and

(b) that the Network Services can be provided, and Eurodexx makes no warranty that the Network Services can be provided until lines have been installed and are operational.

5.2.2 Eurodexx undertakes to use reasonable endeavours to supply the Network Services to the Customer and to provide the Network Services with due skill and care as and from the Connection Date subject to these Conditions. The Customer acknowledges that the Network Services cannot be provided fault free and Eurodexx does not warrant error free or uninterrupted use of the Network Services. Notwithstanding any other provision of these Conditions, Eurodexx shall not be liable to the Customer in contract, tort, or otherwise for any acts or omissions of Carriers which affect or otherwise impact the Network Services.

5.2.3 Subject to the continuing supply of the service by the relevant Carrier, in the event of a fault occurring in the Network Services Eurodexx will use reasonable endeavours to rectify the fault as soon as practicable.

5.2.4 The broadband element (if any) of any Network Services does not include any modems or other equipment that Eurodexx may supply to the Customer under a separate contract.

5.2.5 The speed of any broadband element (if any) of the Network Services depends on a number of factors including distance from the exchange, local availability and line test. Eurodexx cannot guarantee that the Customer's line(s) will produce top speeds of up to the maximum speed advertised as the final speed is governed by factors that are beyond Eurodexx's reasonable control.

5.2.6 The Customer warrants, represents and undertakes that it is the owner of, or that it is authorised by the owner of, any trade mark or name that the Customer wishes to use as its registered domain names ("Domain Names") and use as part of the Customer's uniform resource locator ("URL").

5.2.7 If Eurodexx undertakes Domain Names and URL registration on behalf of the Customer, the Customer will reimburse Eurodexx for any registration fees paid by Eurodexx to the internet registration authorities. Eurodexx does not guarantee that any Domain Names or URL requested by the Customer will be available.

5.2.8 Eurodexx may require the Customer to select replacement Domain Names or URL and may either refuse to provide or may suspend the Services if Eurodexx reasonably believes that the Domain Names or URL is, or is likely to be, offensive, abusive, defamatory or obscene. [NS NOTE - Conditions 5.2.6 to 5.2.8 to be deleted if the Conditions don't fit to 5 x A4 sides]

### 5.3 SUPPLY OF TELEPHONE NUMBERS

5.3.1 The Customer hereby acknowledges and accepts that under the General Conditions the Director General has the power to withdraw an allocation of telephone numbers and the Carrier may withdraw an allocation of telephone numbers to Eurodexx and therefore any new telephone numbers provided to the Customer under the Contract prior to their connection cannot be guaranteed as available and therefore Eurodexx shall not be liable for any costs incurred by the Customer in the use of such telephone number (including, without limitation, in the advertising of such telephone number).

5.3.2 The Customer acknowledges it does not own or have any right to sell any number provided to it by Eurodexx.

### 5.4. USE OF THE NETWORK SERVICES

5.4.1 The Customer shall be responsible for the safe custody and safe use of the Network Services and without prejudice to the generality of the foregoing the Customer agrees and undertakes:

- (a) to use the Network Services in accordance with such conditions as may be notified to it in writing by Eurodexx from time to time;
- (b) not to cause any attachments other than those that meet the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 (as from time to time amended) or any other requirements under the General Conditions to be connected to the Network Services and Eurodexx shall not be under any obligation to connect or keep connected any Customer apparatus if it does not so conform or if in the reasonable opinion of Eurodexx it is liable to cause death, personal injury or damage or to impair the quality of the Network Service;
- (c) not to contravene the General Conditions or any other relevant regulations or licences granted thereunder;
- (d) not to use the Network Service as a means of communication for a purpose other than that for which the Network Service is provided and as may be set out in any relevant literature supplied by Eurodexx from time to time;
- (e) not to use the Network Service to communicate, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, inconvenience or worry to any person or which in Eurodexx's opinion brings Eurodexx's name into disrepute or which in any way causes damage to or disruption to the Network Services;
- (f) not to use the Network Service in a manner which constitutes a violation or infringement of the rights of any other party;
- (g) to maintain its telecommunications apparatus at all times during the period of the Contract in good working order and in conformity with any relevant regulatory standards or approvals for the item as from time to time applicable;
- (h) to provide Eurodexx with all such information as it reasonably requests relating to the Customer's telecommunications apparatus;
- (i) to implement adequate control and security over the Network Services provided to the Customer including but not limited to the prevention of viruses, worms, Trojan horses and/or any calls generated by rogue diallers or hackers;
- (j) not to use the Network Services in a way that breaches any legislation, regulation or code (including without limitation the Code or any guidelines, regulations or instructions of PhonepayPlus) or any licence applicable to the Customer or that is in any way unlawful or fraudulent; and
- (k) not to send or procure the sending of any unsolicited advertising or promotional material.

5.4.2 Any equipment installed or provided by or on behalf of Eurodexx for the purposes of providing the Network Service (excluding for the avoidance of doubt any Equipment purchased under a Contract by the Customer for which condition 4 applies) shall at all times remain the property of Eurodexx and shall be returned to Eurodexx forthwith upon request. Condition 4.3 shall apply to such equipment and for the purposes of this condition 5.4.2 only such equipment shall be deemed Equipment under those conditions. The Customer shall be liable to Eurodexx for all losses, costs and expenses incurred by Eurodexx for the recovery, replacement or repair of such equipment.

5.4.3 The Customer is committed to using Eurodexx for both line rental and calls. Should the Customer use an alternative carrier for calls once the Contract has commenced, or prevent Eurodexx from carrying calls in any monthly period so that the call charges are significantly reduced in comparison to the Customer's previous average invoicing profile, the Customer agrees that Eurodexx may charge the Customer the differential between the average monthly spend on calls prior to such commencement or prevention and the subsequent monthly spend on calls (if any).

5.4.4 The Network Services are provided solely for the Customer's use and the Customer's cannot resell or attempt to resell the Network Services (or any part of them) to any third party. In addition, if the Customer has a mail server, the Customer must not allow relay emails from outside its domain from the Customer's mail server.

5.4.5 Eurodexx does not warrant or guarantee the accuracy or completeness of any of the information, sound, software and any other materials (in whatever form) and services made available to the Customer as part of the Network Services (the "Content") or any further information or results which may be derived from it. The Customer acknowledges that it will not rely on any Content in making any business or other decision and that the Customer uses of the Content is at its sole risk.

5.4.6 The Content is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer must not and must not permit anyone else to copy, store, modify, distribute externally, broadcast or publish any part of the Content, and the Content may only be used for the Customer's own purposes.

5.4.7 The Customer is entirely responsible for evaluating any goods or services offered by third parties via the Services or on the internet. Eurodexx will not be a party to or in any way be held responsible to the Customer for any transaction between the Customer and third parties.

5.4.8 The Customer warrants, represents and undertakes that any information the Customer makes available on their website, both the Customer's ("Customer Information") or that of a third party ("Third Party Content") is and will remain wholly accurate and will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.

5.4.9 The Customer also warrants, represents and undertakes that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities and relevant licences which relate to the provision of the information on the Customer's website including those notified by Eurodexx to the Customer.

5.4.10 Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to the Inland Revenue, Trading Standards and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Network Services and the Customer consents to Eurodexx co-operating with any other telecommunications operators in connection with any suspected fraudulent activity related to or connected with the Network Services and agree that Eurodexx will be entitled to divulge the name and address and account information relating to the Customer to such third parties.

5.4.11 The Customer acknowledges that the broadband element (if any) of the Network Services is provided to other users and Eurodexx owes a duty to these users as a whole to preserve its network integrity and avoid network degradation. If, in Eurodexx's reasonable opinion, Eurodexx believes that the Customer's use of the Services has or may adversely affect such network integrity or may cause network degradation Eurodexx may change the Customer's chosen access rate or manage the Customer's Services as Eurodexx sees fit in the circumstances.

5.4.12 To prevent spam from entering and affecting the operation of Eurodexx's systems and the Network Services, Eurodexx may take any reasonable measures or actions necessary to block access to, or delivery of, any e-mail which appears to be of an unsolicited nature and / or part of a bulk e-mail transmission. Eurodexx may also use virus screening technology that may result in the deletion or alteration of e-mail and or e-mail attachments. Eurodexx gives no warranties whatsoever that such technology will be effective in any way, including against unsolicited emails or against any viruses, worms, Trojan horses or other programs or devices that are apparently intended to access and modify, delete or damage data file(s) or computer program(s).

5.4.13 To enable customers to have a better understanding of what is and is not acceptable when using broadband products, and to help them get the best out of the internet, Eurodexx has developed a Broadband Acceptable Use Policy relating to the broadband element of the Network Services. The Customer shall comply with the Broadband Acceptable Use Policy. Eurodexx may change the Broadband Acceptable Use Policy at any time by publishing the changes on its website ([www.Eurodexxplc.com](http://www.Eurodexxplc.com)) 14 days before the change is to take effect.

5.4.14 In order to use the broadband element (if any) of the Network Services, the Customer needs an existing telephone line (if not provided under the Contract) and a personal computer (PC) of a minimum specification suitable for the application. The Customer must also ensure that compatible cables and extension leads are used to and from their telephone socket, modem and PC in order to use the Service.

5.4.15 In circumstances where the Customer receives the broadband element of the Network Services, the Customer remains responsible for all rental charges made by the Customer's line rental provider relating to the Customer's telephone line (together with any repair and maintenance charges (unless caused by Eurodexx's negligence) and all call charges from the Customer's fixed line telephony service provider.

5.4.16 The Customer agrees that PhonepayPlus may monitor any End User Service at any time.

5.4.17 In respect of each End User Service which requires the approval of PhonepayPlus pursuant to any regulation or code of practice, the Customer shall, before such End User Service (or any change thereto) is made available to callers, submit to Eurodexx written evidence of such approval.

5.4.18 The Customer will not misuse the Network Services in any way and will use all reasonable endeavours to ensure that the number of telephone calls made to the Number(s) do not significantly exceed the Customer's capability to answer such calls or cause congestion (the existence of congestion to be reasonably determined by Eurodexx taking into account normal levels of traffic on the network) and, in particular, shall give Eurodexx at least 1 Business Day's notice of any intention to advertise in the media or otherwise to publicise the

Number(s). Where Eurodexx notifies the Customer of the occurrence of any such congestion or misuse, then the Customer shall immediately take all reasonable steps (which shall include, but not be limited to, arranging additional network capacity, adjusting the Customer's promotional activities or using call bureau, for the relevant period) to prevent such congestion and/or misuse continuing.

#### 5.5 TRANSFER FROM THIRD PARTY SUPPLIERS

5.5.1 Where the transfer of lines and services from third party suppliers is selected by the Customer then the provision of any and all existing services supplied to the Customer by such third party supplier will be automatically transferred to Eurodexx and charged for in Eurodexx's invoices in accordance with the Tariff.

5.5.2 The Customer hereby acknowledges and accepts that it is the Customer and not Eurodexx who is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services or otherwise, unless it is clearly identified and agreed in writing on the Order Form at the time of the Customer signing such Order Form that Eurodexx will pay for specified charges.

5.5.3 The customer accepts that if unexpected early termination charges are levied by another supplier, Eurodexx may elect to delay or cancel the transfer of lines, numbers, broadband and other services without penalty, until such time as the termination charges are lower. Where a Eurodexx network contract is delayed due to high termination charges the customer agrees that the contract term will also be deferred and will start on the date the service transfer is completed.

#### 5.6 SUSPENSION AND/OR TERMINATION OF NETWORK SERVICES

5.6.1 Without prejudice to any other right of Eurodexx to suspend or terminate the Services under these Conditions, Eurodexx may at its sole discretion elect to suspend forthwith provision of the Network Services until further notice without further liability to the Customer having given the Customer reasonable notice either orally (confirming such notification in writing) or in writing in the event that:

- (a) the Customer is in breach of a material term of these Conditions including but not limited to the Customer's failure to pay the Price and/or the Charges (or any of them) to Eurodexx on the due date or to comply with the Broadband Acceptable Use Policy;
- (b) Eurodexx is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authority;
- (c) Eurodexx has reasonable grounds to believe that the Network Services are being used fraudulently;
- (d) any licence under which the Customer has the right to run its telecommunications system and connect to the Network Services is revoked, amended or otherwise ceases to be valid; or
- (e) Eurodexx is entitled to suspend provision of any other telecommunications service under the terms of any other agreement with the Customer.

5.6.2 The Customer shall reimburse to Eurodexx all reasonable costs and expenses incurred by the implementation of a suspension pursuant to condition 5.6.1 and/or the recommencement of the provision of the Network Service as appropriate, save in the case of a suspension, pursuant to condition 5.6.1(b).

5.6.3 Without prejudice to any other right of termination under these Conditions, Eurodexx may terminate the Contract for Network Services forthwith in the event that its right or the right of the relevant Carrier to provide the Network Services is withdrawn by the Director General pursuant to the General Conditions or otherwise.

5.6.4 On termination of the Contract for any reason the Customer shall have no further entitlement to receive any further Call Commissions and shall permit the disconnection of any Number from the Network Services. Eurodexx may forward calls made to Numbers previously in use by the Customer to appropriate recorded announcements or other destinations as it sees fit.

#### 5.7 VOICE OVER INTERNET PROTOCOL (VOIP) NETWORK SERVICES

5.7.1 Any order for VOIP services which is accepted by Eurodexx, is conditional on the Customer acknowledging that the VOIP service:

- (a) may not offer all the features or resilience the Customer may expect from a conventional phone line; and
- (b) is not a Publicly Available Telephony Service (PATS) and as a result, may sometimes be limited, unavailable or disrupted due to events beyond Eurodexx's control e.g. power disruptions, failures or the quality of the broadband connection.

#### 5.8 PUBLISHING OF CUSTOMER DETAILS

5.8.1 If applicable, Eurodexx will, as soon as is reasonably possible, publish the Customer's name address and the telephone number for the Network Service in the relevant phone book serving the Customer's area and make the said telephone number available from a directory enquiries service unless the Customer requests Eurodexx not to do so within 14 days of entering into the Contract.

5.8.2 If the Customer requests a Special Entry to be placed in the relevant phone book issued by the Carrier it must inform Eurodexx at the earliest available opportunity. Where Eurodexx agrees to use its reasonable endeavours to register a Special Entry, the Customer may be required to pay an additional charge and sign a separate contract in respect of that entry.

#### 5.9 DISPUTE RESOLUTION

5.9.1 Eurodexx will attempt to resolve any dispute that the Customer may have with Eurodexx. If the dispute cannot be resolved within 12 weeks of the Customer raising the dispute with Eurodexx, then the Customer may refer the matter to:

- (a) the Telecommunications Ombudsman, via the website ([www.otelo.org.uk](http://www.otelo.org.uk)) or by telephone on 0845 050 1614; or

(b) OFCOM, the communications regulator via the website [www.ofcom.org.uk](http://www.ofcom.org.uk) or by telephone on 020 7981 3040 or 0300 123 3333.

5.9.2 Any dispute must be submitted in writing to Eurodexx Customer Care Centre, Eurodexx Ltd, 86-90 Paul Street, London, EC2A 4NE

5.9.3 Nothing in this clause 5.9 shall prevent the Customer or Eurodexx from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

## Section 6

### Maintenance Services

---

In the event that the section relating to Maintenance Services is completed on the relevant Order Form, this condition 6 shall apply to the Contract.

#### 6.1 DURATION OF MAINTENANCE SERVICES

6.1.1 Subject to the payment of the Annual Support Charge each year by the Customer, the Eurodexx shall supply to the Customer the Maintenance Services

6.1.2 Upon the expiry of the Minimum Term, or any anniversary thereafter, the Contract will renew automatically for further periods of 12 months.

6.1.3 The Customer may terminate the Contract by giving no less than 60 days notice in writing to the Eurodexx, such notice to become effective no earlier than the day after the last day of the Minimum Term.

#### 6.2 PROVISION OF MAINTENANCE SERVICES

6.2.1 The Maintenance Services shall apply only in respect of Equipment as set out in the Order Form and any other equipment which it is agreed between the parties in writing shall be included under the Contract for Maintenance Services, which for the purposes of this condition 6 shall be deemed Equipment.

6.2.2 Unless it is otherwise stated on the Order Form that a different level of Service (in terms of response times and hours of attendance) will apply, the Eurodexx will, within two Business Days, on receipt of notification from the Customer of a request for the provisions of Maintenance Services and the Equipment being made available, commence during Normal Working Hours all adjustments, repairs and replacements of defective components resulting from fair wear and tear and/or faulty workmanship of the Eurodexx and/or materials which in the opinion of the Eurodexx are necessary for the proper functioning of the Equipment.

6.2.3 Where the Eurodexx replaces defective Equipment or part thereof, it shall be entitled to supply serviceable reconditioned items in substitution thereof. These Conditions shall continue to apply to the Equipment embodying such substituted items.

6.2.4 The Eurodexx does not warrant that the provision of Maintenance Services (or any additional services supplied pursuant to conditions 6.3.1 and 6.3.2) will ensure that the Equipment operates without interruption or error.

6.2.5 Subject to spare part availability, the Eurodexx shall provide all necessary spare parts (in the reasonable opinion of the Eurodexx) required to keep the Equipment in satisfactory operation. All replaced parts shall become the property of the Eurodexx.

6.2.6 Subject to condition 6.3.1, Maintenance Services shall not include the following (the "Excepted Services"):

- (a) the repair of damage to the Equipment resulting from accident, neglect or causes other than ordinary use including failure to observe any instructions supplied by the Eurodexx regarding the operation of the Equipment;
- (b) repair, labour or materials required as a result of theft, vandalism, fire, lightning, water damage, fluctuations in electrical power supply, unsatisfactory environmental conditions, telephone line conditions, the connection of unapproved accessories, attachments or other devices or as a result of breach by the Customer of any of the terms of condition 6.5;
- (c) the alteration, modification or maintenance of the Equipment by any other party other than the Eurodexx without the Eurodexx's prior written consent;
- (d) the transportation or relocation of the Equipment save where the same has been performed at the request of the Eurodexx;
- (e) the maintenance or repair of any extension wiring after the initial twelve month warranty period under condition 4.4.1 has passed, any Equipment not at the Site or of anything other than the Equipment;
- (f) any defect or error in any software used upon or in association with the Equipment;
- (g) the supply of replacement cassettes, aerials, aerial systems and batteries;

- (h) the reprogramming of the Equipment to provide improved or modified service or facilities;
- (i) Equipment faults caused by telephone area code changes or changes in Carriers; and
- (j) ancillary items including but not limited to answer phones, analogue phones or devices, call loggers, payphones, computers, servers, UPS, batteries, public address systems, printers, cabinets, external music on hold sources, any cabling and consumables unless otherwise agreed in writing.

### 6.3 ADDITIONAL CHARGES

6.3.1 The Eurodexx may upon request by the Customer provide all or any of the Excepted Services (as referred to in condition 6.2.6 above) but shall be entitled to charge for the same by levying Additional Charges in the manner described in condition 6.3.3 below.

6.3.2 Without prejudice to condition 6.3.1 above the Eurodexx shall be entitled to levy Additional Charges in the manner described in condition 6.3.3 below if:

- (a) Maintenance Services are provided in circumstances where any reasonably skilled and competent person would have judged the Customer's request to have been unnecessary; and/or
- (b) the Customer reports an apparent fault of the Equipment to the Eurodexx and upon investigation by the Eurodexx the Equipment and/or its Installation is found not to be defective (in respect of a charge for the investigation and/or for any call-out including, without limitation, Equipment changed in a postal exchange where the Eurodexx reserves the right to make a charge up to the replacement value of the item in question); and/or
- (c) where a fault that has been reported to the Eurodexx has been a non-Equipment fault but instead one of the Carrier (in respect of a charge for the call-out in accordance with the Eurodexx's then current Tariff).

6.3.3 Additional Charges shall be levied by the Eurodexx as follows:

- (a) upon completion of the work in respect of additional services supplied under condition 6.3.1 and 6.3.2(a); and
- (b) following completion of the investigation and/or call out in respect of condition 6.3.2(b); and
- (c) such Additional Charges (calculated in accordance with the Tariff prevailing at the time) shall be payable by the Customer within ten days of the date of an invoice.

6.3.4 In respect of a fault which is a failure by the Carrier as referred to in condition 6.3.2(c) the Eurodexx will provide to the Customer a Carrier fault reference number that may be used by the Customer to recharge the cost the Eurodexx has charged on to the Carrier, however this does not constitute any acceptance of liability for such costs by the Eurodexx and, for the avoidance of doubt, the Eurodexx is not liable to the Customer where the Carrier refuses to cover such costs (or any of them).

### 6.4 DISCONTINUED SERVICES

6.4.1 Without prejudice to condition 13 or any other right of suspension or termination of Services under these Conditions, the Eurodexx shall have the right to discontinue the Maintenance Services in respect of specified Equipment (without further liability to the Customer) in the event that the Eurodexx's supplier and/or the manufacturer has ceased to supply such Equipment PROVIDED THAT the Eurodexx shall notify the Customer as soon as reasonably possible after it is aware of any cessation in supply of the Equipment and shall arrange with the Customer to either terminate the Contract or replace or upgrade the affected Equipment at the Customer's expense.

6.4.2 Without prejudice to condition 13 or any other right to terminate any Services under these Conditions, the Eurodexx shall have the right to terminate forthwith the supply of the Maintenance Services (without further liability to the Customer) in the event that any necessary approvals required by the Eurodexx to maintain any of the Equipment are disallowed or revoked by any government or regulatory agencies.

6.5 The Customer undertakes that:

6.5.1 it shall ensure that the Equipment is used in a normal and proper manner;

6.5.2 it will carry out such routine day-to-day preventive maintenance measures as may be recommended in the customer operating instructions and manufacturer's written recommendations supplied with the Equipment ("User Instructions");

6.5.3 it will carry out minor maintenance adjustments suggested by the Eurodexx which includes minor programming changes with telephone support and replacement of handsets and cords which are relayed by courier or post;

6.5.4 it will not permit alteration to call routing apparatus or extension wiring except by the Eurodexx, or by the Eurodexx's authorised agents, save that in relation to the connection of other apparatus to the Equipment, such connection may be performed by another person at the Customer's expense if either (a) the Eurodexx so agrees in writing, or (b) the Eurodexx fails to carry out the connection itself within twenty-eight days after receiving written notice from the Customer stating that the Customer wishes specified apparatus to be so connected and naming that other person by whom the Customer wishes the connection to be performed;

6.5.5 it will appoint at least one member of its staff as a "Principal Operator", who will be trained in the use of the Equipment. The Customer will ensure that such Principal Operator is available to carry out the instructions in the User Instructions and to liaise on Maintenance Services matters with the Eurodexx;

6.5.6 it will not employ a third party to make any alterations to the programming or physical structure of the Equipment;

6.5.7 it will ensure that the environmental conditions for the Equipment are maintained in accordance with the User Instructions;

6.5.8 if the Equipment is not (immediately prior to the Commencement Date) either already maintained by the Eurodexx or within the scope of an express warranty given by the supplier thereof, then the Eurodexx may at its discretion inspect the Equipment and undertake such repair work as may be necessary to put the Equipment in good working order. The Customer shall pay for such inspection and repair at the Eurodexx's then current charge rates applying at that time, and such payment shall be in addition to the Annual Support Charge.

#### 6.6 CHANGE OF LOCATION

6.6.1 The Customer will not move any of the Equipment, nor remove the Equipment from its location as at the Commencement Date without the prior written consent of the Eurodexx, (such consent not to be unreasonably withheld). Where the Eurodexx consents to such relocation, the Eurodexx shall provide a relocation and installation service, the cost of which shall be paid by the Customer in accordance with the Eurodexx's then current Charges applying at that time, and such payment shall be in addition to the Annual Support Charge.

## Section 7

### Finance and Credit

---

To be proofed yet

#### 7. FINANCE AND CREDIT

7.1 The Customer hereby consents to and shall procure that its owners, directors, officers and assigns consent to, Eurodexx carrying out searches with credit reference agencies relating to the credit worthiness of the Customer and/or its owners, directors, officers and assigns and the Customer undertakes to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to the Customer's records and/or those records of its directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

7.2 It is agreed that where Eurodexx approaches a finance provider to arrange finance for the purchase of Equipment then Eurodexx acts as an agent for the Customer and not for the finance provider.

7.3 The Customer undertakes to supply all information requested by the selected finance provider(s) who will register searches with one or more credit agencies, who will add to the person's records details of the searches and these will be seen by other organisations that make searches.

7.4 In the event that Eurodexx is unable to obtain finance on the terms originally proposed then Eurodexx shall return the deposit received from the Customer without further liability to the Customer.

7.5 Where third party indemnities are required by the finance provider failure to provide such indemnities shall constitute a breach of these Conditions and shall entitle Eurodexx to retain any deposit paid by the Customer.

7.6 After Delivery and Installation (where applicable) is completed any failure by the Customer to complete the finance agreement documentation shall render the Customer liable to pay to Eurodexx the whole of the Price as defined in condition 8.1.2 within seven days of presentation of an invoice.

## Section 8

### Prices and Charges

---

#### 8.0 PRICE AND CHARGES

#### 8.1 EQUIPMENT

8.1.1 The Price is as stated on the Order Form and is exclusive of VAT or any other tax or duty payable. The amount of such taxes or duties shall be added to the Price and shall be payable by the Customer in the same manner as the Price.

8.1.2 Unless otherwise specified the Price is based on the assumption that the Equipment and (where applicable) Installation Services will be completed in one continuous visit to the site agreed with the Customer and accordingly Eurodexx may at its discretion at any time increase the Price to take account of any additional costs to Eurodexx (including but not limited to storage and delivery costs) by reason of Delivery taking more than one visit.

## 8.2 NETWORK SERVICES

8.2.1 The Charges will be as detailed in the Tariff or as stated on the Order Form.

8.2.2 Eurodexx shall have the right to alter the Charges in the Tariff from time to time by giving the Customer not less than 14 days' notice.

8.2.3 Usage charges payable shall be calculated by reference to data recorded or logged by Eurodexx and not by reference to any data recorded or logged by the Customer.

8.2.4 Line rental is payable from the Connection Date.

8.2.5 If the Customer has agreed to an Annual Minimum Call Spend and at the end of any given year (beginning on the Connection Date or any anniversary thereof), the Customer has not incurred the Annual Minimum Call Spend, or if the Customer terminates the Contract in any way other than pursuant to clause 13, the Customer will be liable to pay the difference between the Charges incurred during that year in relation to call spend and the Annual Minimum Call Spend.

8.2.6 Eurodexx reserves the right to apply a monthly minimum threshold of at least £7.50 per Customer account to keep the account operating at a viable level. This charge shall only apply to the telephone services element of Network Services.

### 8.2.7 Call Commissions

(a) Subject to paragraphs (d) and (e) below, Eurodexx will pay Call Commissions to the Customer in respect of calls to each applicable Premium Rate Service and/or other End User Service delivered to and received by a Number at the rate and in the amount set out on the Order Form or in the Tariff.

(b) Following the end of each calendar month, Eurodexx will submit a detailed statement to the Customer setting out the number and duration of all such calls delivered and received by the Customer in respect of Premium Rate Services and/or other End User Services. Following receipt of the statement the Customer shall submit an invoice to Eurodexx in the amount shown as owing on the statement, or where agreed by the parties, Eurodexx shall implement a self-invoicing process on behalf of the Customer. Eurodexx shall pay the Call Commission within 30 days of the date of receipt of such invoice.

(c) All Call Commissions invoiced by either party hereunder are exclusive of VAT and shall be paid together with VAT at the appropriate rate.

(d) Eurodexx shall not pay Call Commissions in respect of any call which it reasonably believes may have originated outside the United Kingdom.

(e) Call Commission shall not be payable on invoice balances of £10 or less. Invoice balances shall not roll over from one month to the next.

## 8.3 MAINTENANCE SERVICES

8.3.1 The Customer shall pay to Eurodexx the Annual Support Charge in accordance with condition 9.3.

8.3.2 Eurodexx shall have the right to alter the Annual Support Charge from time to time by giving the Customer not less than 14 days' notice.

8.4 VALUE ADDED TAX All sums referred to under these Conditions, the Order Form and any Service Specific Conditions are (unless otherwise stated) exclusive of Value Added Tax (VAT) and any taxes of a similar nature which may from time to time be introduced, which will be payable at the rates ruling at the date of invoice.

## 8.5 TEMPORARY SERVICES

If the Customer orders a temporary Service, Eurodexx may charge the Customer for any supplementary charges incurred, plus the line rental (if any) in advance for the whole period of the temporary Service. Other Charges as detailed in the Contract still apply as appropriate.

# Section 9

## Payment

---



## 9. PAYMENT

### 9.1 EQUIPMENT

9.1.1 A deposit equal to at least one half of the Price is required at the time of the placing of the order. The balance of the Price as defined in condition 8.1.1 is payable immediately upon completion of Delivery.

### 9.2 NETWORK SERVICES

9.2.1 The Customer shall be invoiced monthly in arrears by Eurodexx and shall pay the Charges by Direct Debit within ten days of the date of the invoice.

9.2.2 Line rental is payable monthly in advance, unless expressly agreed in writing by Eurodexx.

9.2.3 Where Eurodexx is notified by PhonepayPlus that:

(a) any sums payable by the Customer to PhonepayPlus or to any compensation fund or bond established by PhonepayPlus have not been paid; and/or

(b) the Customer or any Information Provider is in breach of the Code; Eurodexx may withhold all sums due to the Customer until Eurodexx has been notified by PhonepayPlus that all such sums, fines, administrative charges or other sums payable to PhonepayPlus under the Code have been paid in full or any breach has been remedied, and if requested by PhonepayPlus Eurodexx may pay such sums to PhonepayPlus in settlement of amounts owed to PhonepayPlus. In the event that amounts are paid by Eurodexx to PhonepayPlus to settle amounts owed by the Customer then such amounts shall be deducted from any amounts owed by Eurodexx to the Customer.

### 9.3 MAINTENANCE SERVICES

9.3.1 Unless otherwise agreed, the Customer will pay the Annual Support Charge to Eurodexx by Direct Debit in advance of the relevant period as set out in the Order Form.

9.3.2 Where Eurodexx has agreed to raise an Annual Support Charge annually the Customer will pay the charge in advance of the Commencement Date and annually thereafter upon each anniversary of that date.

9.4 If payment of any sum payable to Eurodexx is not made on or before the due date Eurodexx shall be entitled to charge interest thereafter on such sum at the rate of 3% per annum above the current base rate of HSBC Bank PLC such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month.

9.5 Eurodexx will send invoices to the Customer via email (e-billing) to the e-mail address notified by the Customer to Eurodexx. If the Customer does not give a valid email address, the invoice will be sent to the registered address of the Customer at an additional cost to the Customer as set out in the Tariff.

9.6 If Eurodexx is unable, for whatever reason, to recover the sums due under the Customer's account within 4 days following the due date for payment, Eurodexx reserves the right to suspend all or any of the Services.

9.7 If the Customer's account remains unpaid Eurodexx may require a security deposit of three times the average monthly invoice or payment in full for the next 12 months before Eurodexx will reinstate the Service.

9.8 If the Customer's account remains unpaid for a period of 32 days after the original due date for payment, the Services may then be terminated by Eurodexx.

9.9 If the Customer's account remains outstanding for any reason after the original due date for payment, then:

9.9.1 the Customer will be charged an administration fee for each piece of correspondence in connection with the recovery of the overdue amount; and

9.9.2 Eurodexx reserves the right to refer the outstanding account to a debt collection agency. If Eurodexx is required to instruct a debt collection agency to collect payment (including interest and late payment charges) on its behalf the Customer must pay Eurodexx's costs payable to the agency, who will add the sum to the Customer's outstanding debt.

9.10 The Customer is required to ensure that the name of the account holder is the same as the name on the payment details provided.

9.11 If the Customer cancels an active Direct Debit instruction once a Contract has commenced an additional administration fee will be added to the monthly invoice until the Direct Debit is reinstated.

9.12 Eurodexx may, without notice, withhold any payments due to the Customer under the Contract or any other agreement between Eurodexx and the Customer if:

9.12.1 Eurodexx has reason to believe the Customer is in breach of the Contract;

9.12.2 the Customer is conducting its business or using a Service illegally (including without limitation in breach of the Code or any OFCOM requirements) or for an illegal purpose; and/or

9.12.3 Eurodexx has received notice from another network operator that payment will be withheld in respect of calls and Eurodexx has satisfied itself on reasonable grounds that such event has occurred. The Customer will not be entitled to any payment of Call Commission in respect of such calls.

9.13 If any sum owed by the Customer to Eurodexx under the Contract or any Contract with Eurodexx is not paid by the due date, Eurodexx may deduct this sum from any payment or credit due to the Customer under the Contract or any other Contract with Eurodexx.

9.14 Payment of all sums due to Eurodexx shall be made without any set-off whatsoever.

9.15 If the Customer intends to dispute any charge on an invoice the Customer must do so in writing to Eurodexx within 14 days of the date of the invoice and provide Eurodexx with all relevant information in support of the disputed charge. Where the disputed charge(s) amount to:

(a) less than 5% of the total charges listed on the invoice, the Customer will pay the full amount of the invoice; or

(b) more than 5% of the total charges listed on the invoice, the Customer must pay the remaining amount of the invoice that is not in dispute.

## Section 10

### Sites

---

#### 10 SITES

10.1 To enable Eurodexx to fulfill its obligations under any Contract:

10.1.1 the Customer shall permit or procure permission for Eurodexx and any other person(s) authorised by Eurodexx to have reasonable access to the Customer's Sites, Equipment and any other relevant telephone system and other equipment and shall provide such reasonable assistance as Eurodexx requests.

10.1.2 Eurodexx will normally carry out work, by appointment and during Normal Working Hours but may request the Customer to provide access at other times.

10.2 At the Customer's request, Eurodexx may agree (at its sole discretion) to work outside Normal Working Hours and the Customer shall pay Eurodexx's reasonable charges for complying with such a request.

10.3 The Customer warrants, represents and undertakes that it has adequate health and safety provisions in place at its Sites.

10.4 The Customer shall procure all consents, licenses and permissions necessary from landlords or other third parties for the carrying out of preparation work, installation of Equipment and for the use and operation of the Equipment and Services at the Sites.

10.5 In the event that the Customer is not able to procure the necessary consent to provide the Services within 3 months from the Connection Date Eurodexx will be able to terminate the Contract forthwith by giving the Customer written notice without any liability. If the Customer has not managed to procure the necessary consents and Eurodexx has commenced work Eurodexx may ask the Customer to refund to Eurodexx the cost of all such work (including, without limitation, staff costs and equipment costs) at its then current rates.

10.6 The Customer shall provide Eurodexx with the site and building plans (to include full details of all internal cabling runs) of the Sites and provide Eurodexx with full details of all other services in the vicinity of the proposed works.

10.7 The Customer is responsible for making the Site good after any work undertaken by Eurodexx at a Site, including without limitation replacing and re-siting items and for re-decorating.

10.8 If the Customer is moving a Site, Eurodexx must be informed as soon as is reasonably practicable so that suitable arrangements can be made to transfer the Customer's Services and Equipment. Unless otherwise requested, Eurodexx, in addition to moving the Service and Equipment, will also endeavor to retain the Customer's existing telephone number(s). If Eurodexx can transfer the Customer's existing number to the new Site the existing Contract will continue under the same terms and conditions. If Eurodexx cannot transfer the Customer's existing number to the new Site, installation of a new line will be required at the new Site, or if the Customer requires any additional new lines, this will attract new line connection charges and a new Contract.

10.9 If the new installation or moving Site involves the visit of an engineer to facilitate the new installation the Customer will be responsible for the costs incurred by Eurodexx for the appointment together with an administration fee in respect of any additional works required to be undertaken by Eurodexx to complete the transfer of the Services and Equipment.

10.10 If the Customer moves Sites and leaves the Equipment for the new owner/tenant the Customer is required to inform them that the Service will be discontinued if Eurodexx is not contacted by the new owner/tenant within 72 hours for the purpose of entering into a new Contract.

10.11 If at the new Site the Customer receives services from an alternative supplier the Customer is responsible for any contractual agreement the Customer has with them and any liabilities the Customer may incur for terminating such agreement.

## Section 11-13

### Warranties, Limitations of Liability, Termination and General Terms

---

#### 11. WARRANTIES AND LIMITATION OF LIABILITY

11.1 Unless otherwise stated in these Conditions (or any relevant Service Specific Conditions) Eurodexx makes no warranty in respect of the supply of Equipment and Services and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into a Contract for the supply of Equipment and/or Services are hereby excluded to the fullest extent possible, save for those warranties which by reason of such statute or other direction, regulation or governmental authority cannot be excluded.

11.2 Subject to condition 11.5, in no circumstances shall Eurodexx's liability to the Customer in respect of one incident or series of connected incidents in any one year, exceed 110% of the Price paid for Equipment and Installation Services and/or the Charges paid for Services (as the case may be) for the relevant Equipment and Installation Services and/or Services to which the claim or claims relate in the 12 months prior to the date on which the claim or claims arose.

11.3 Under no circumstances shall Eurodexx be liable in any event under the Contract in contract, tort (including negligence) or otherwise for any:

- (a) loss of revenue;
- (b) loss of business;
- (c) loss of contracts;
- (d) loss of anticipated savings;
- (e) loss of profits; or
- (f) any indirect, consequential or special losses; whether or not Eurodexx knew or ought to have known that such losses or damages might be incurred.

11.4 Neither party shall be liable to the other party for any breach of any provision of the Contract caused by any reason outside the control or responsibility of that party including without limitation in respect of Network Services supplied by Eurodexx, the failure of any Carrier to provide network capacity (or any element thereof) to Eurodexx on which it was reliant for the purposes of the Contract (whether in breach of contract or otherwise), any Act Of God, terrorist attacks, inclement weather, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.

11.5 Nothing in these Conditions excludes or restricts either party's liability:

- (a) for death or personal injury resulting from that party's negligence or its employee's negligence while acting in the course of their employment;
- (b) any proven fraudulent misrepresentation;
- (c) any indemnity given under the Contract; and/or
- (d) for anything for which the parties cannot at law limit or exclude their liability.

#### 12. CUSTOMER'S INDEMNITY

12.1 Without prejudice to any other rights of Eurodexx, the Customer shall indemnify and hold harmless Eurodexx against all liabilities, claims, damages, losses and expenses whatsoever arising from any breach by the Customer of any warranties, undertakings and/or representations given under and/or any failure to comply with any responsibilities and liabilities of the Customer set out in these Conditions.

#### 13 TERMINATION AND CONSEQUENCES

13.1 Subject to conditions 13.3 and 13.4 below and without prejudice to any specific termination rights set out elsewhere in these Conditions, the Customer shall not be entitled to change or cancel an order:

3.1.1 at all in respect of Equipment; or

3.1.2 except for termination in accordance with the conditions relating to the serving of notice to terminate the relevant Services (which for the avoidance of doubt shall be no earlier than the day after the last day of the Minimum Term);

13.2 In the event of any termination by the Customer, the Customer shall indemnify Eurodexx in full against all loss (including, but not limited to, all losses incurred by Eurodexx as a result of the Customer cancelling the Contract before the end of the Minimum Term or where the Contract has continued beyond the Minimum Term before the end of the relevant notice period, which will include a minimum payment to Eurodexx of the amount of the outstanding line rental charges, any Annual Minimum Call Spend, Annual Support Charges, subscriptions or otherwise that would have been paid by the Customer had the Contract continued for the Minimum Term and/or the relevant notice period (as the case may be)), costs, damages, charges (including, but not limited to, any liability for Network Services transferred from third parties) and expenses incurred by Eurodexx as a result of such changes or cancellation.

13.3 Without prejudice to any other rights of Eurodexx under these Conditions or otherwise, Eurodexx shall be entitled at any time and for any reason whatsoever to terminate any and/or all Contracts for Services on the giving of not less than thirty days' written notice to the Customer, without further liability to the Customer. For the avoidance of doubt, in the event that Eurodexx terminates a Contract under this condition 13.3, the Customer's liability to pay the Charges for Services shall end on the date of termination of the relevant Contract and the Customer shall not be liable to pay for the Charges applicable for the remainder of any Minimum Term applicable in respect of that Contract.

13.4 A Contract may be terminated forthwith by either party by notice in writing if the other party materially breaches its obligations under these Conditions (including without limitation non-payment of charges due) or any Service Specific Conditions and in the case of breaches which are capable of remedy such party fails to remedy such breach within 14 days of written notice by the other party of what the breach is and requesting that the breach is remedied.

13.5 Notwithstanding anything to the contrary expressed or implied in these Conditions, either party (without prejudice to its own rights) may terminate all Contracts forthwith in the event that a liquidator (other than for the purpose of amalgamation or reconstruction) trustee in bankruptcy, administrator or receiver is appointed in respect of the whole or part of the assets and/or undertaking of the other party or the other party enters into an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order (save as in respect of a solvent reconstruction of such relevant party's group of companies).

## 14 SOFTWARE

14.1 Where Eurodexx provides software to the Customer to enable the Customer to use the Services ("Software"), the Customer grants the Customer a non-exclusive, non-transferable license to use the Software solely for the term and purposes of the Contract. The Customer may need to sign agreements reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software for the Customer to be able to use the Software.

14.2 Except as permitted by applicable law or as expressly permitted under the Contract the Customer shall not de-compile or modify the Software, or copy the manuals or documentation.

## 15 CALL MONITORING

Eurodexx may occasionally monitor and record calls made to or by Eurodexx by or to the Customer, for training purposes, to improve the quality of its customer services and to assist with complaint handling.

## 16 CONFIDENTIALITY AND USE OF CUSTOMER'S INFORMATION

16.1 Eurodexx and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law. The Customer and Eurodexx will not, without the consent of the other, disclose such information to any person other than:

(a) their employees or professional advisers who shall require the information in order for the Customer or Eurodexx to fulfill its obligations under the Contract; or (b) in the case of the Customer, its users to the extent that they are required to use or access the Service.

16.2 Information shall not be treated as confidential if it is: (a) lawfully in the public domain; or

(b) lawfully in the possession of the Customer or Eurodexx before disclosure has taken place; or (c) obtained from a third person who is entitled to disclose it; or (d) replicated independently by someone without access or knowledge of the information.

16.3 If the Customer receives a request under the Freedom of Information Act 2000 which encompasses any information provided to the Customer by Eurodexx in connection with the Contract the Customer will notify Eurodexx immediately of the request and give Eurodexx at least 10 Business Days to make representations before releasing the requested information.

16.4 Eurodexx will only use Personal Data (as defined within the Data Protection Act 1998) obtained from the Customer following provision of the Service for the following purposes: (a) administering the Customer's account; (b) notifying the Customer of changes to the Service; (c) enabling Eurodexx to supply the Service to the Customer; and (d) for invoicing purposes.

16.5 Eurodexx will not pass Personal Data obtained from the Customer to any third parties for marketing purposes but may send the Customer information about Eurodexx's own products and services which it considers may be of interest to the Customer, unless the Customer specifically requests in writing that Eurodexx does not do so on the Order Form.

16.6 Any Customer who wishes to have details of the credit reference or the fraud prevention agencies Eurodexx uses to obtain information about the Customer or receive a copy of the information Eurodexx holds about them may do so by submitting a request in writing for a copy of the information to the Data Controller at Eurodexx Ltd, 86-90 Paul Street, London, EC2A 4NE, stating the Customer's full name, address, account number and phone number. Eurodexx may charge a reasonable administration fee for providing such information.

#### 17 CHANGES TO THE CONDITIONS, SERVICE SPECIFIC CONDITIONS AND CONTRACT

17.1 Eurodexx may change the Conditions and/or Service Specific Conditions at any time and will publish any change in line with clause 17.2.

17.2 Eurodexx will publish any changes to the Conditions and/or Service Specific Conditions in its major offices and online at <http://www.Eurodexx.com>, as follows:

- (a) at least 14 days before the change is to take effect for changes that are to be made to the significant detriment of the Customer; and
- (b) at least one day before the change is to take effect for all other changes.

17.3 If the Customer wishes to object to any proposed change in respect of condition 17.2 (a), the Customer must notify Eurodexx within 14 days of publication on the website or receipt of the notice of the proposed change, otherwise the Customer will be deemed to have accepted the proposed change.

17.4 Without liability to the Customer, in order to reduce the risk of fraud or for any commercial purpose, the Customer acknowledges that on capped price call tariffs (if any) Eurodexx may at its sole discretion on 7 days' notice:

- (a) limit call price caps to the first four hours of calls per day; and/or
- (b) remove the relevant call price caps from the Customer's pricing and tariff should call profile deviate significantly from Eurodexx's standard call profiles and notify the Customer of the new pricing to apply in respect of the relevant Network Services.

17.5 In order to reduce the risk of fraud or for any commercial purpose, the Customer acknowledges that on bundled minute call packages (if any) Eurodexx may at its sole discretion on 7 days' notice remove the relevant bundled minute call package from the Customer's pricing and tariff should the Customer's call profile deviate significantly from Eurodexx's standard call profile and over 75% of the Customer's bundled minutes be used in any month.

17.6 Eurodexx may provide additional services to be included within the Services under such additional terms and conditions as may be notified from time to time.

#### 18 FRAUD AND SECURITY

18.1 The Customer must ensure that user names and passwords used in connection with the Services are kept confidential and are only used by authorised users. The Customer must inform Eurodexx immediately if the Customer knows or suspects that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer must not change or attempt to change a user name without Eurodexx's written consent.

18.2 Eurodexx reserves the right (at Eurodexx's sole discretion):

- 18.2.1 to suspend user names and password access to the Services if at any time Eurodexx thinks that there has been or is likely to be a breach of security; and
- 18.2.2 to ask the Customer to change any or all of the passwords the Customer's uses in connection with the Services.

18.3 The Customer must inform Eurodexx immediately of any subsequent changes to the information the Customer supplies to us.

18.4 The Customer accepts and acknowledges that the Services are not secure and Eurodexx does not guarantee the prevention or detection of any unauthorised attempts to access the Services.

18.5 Eurodexx has no control of a Customer's PABX/switch configuration, voice mail security or other feature services enabled, except where it is contractually responsible under the Management Services.

18.6 Eurodexx shall not be responsible for call charges or other charges resulting from fraudulent use of the Equipment or Services by the Customer or any third parties and the Customer agrees to pay all additional charges related to such fraud. Customers are therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent use have been taken.

18.7 Any assistance given by Eurodexx in relation to fraud or its prevention will be on an endeavors basis only and no liability can be accepted by Eurodexx for any loss sustained by the Customer via fraudulent means that are beyond Eurodexx's reasonable control.

## 19 GENERAL

19.1 No forbearance or indulgence shown or granted by Eurodexx to the Customer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of Eurodexx against the Customer or be regarded as a waiver of any of these Conditions.

19.2 These Conditions and any Contract shall be governed by and construed in all respects in accordance with English law and the Customer hereby submits for all purposes of and in connection with these Conditions to the exclusive jurisdiction of the English Courts.

19.3 Unless otherwise stated within any Service Specific Conditions, the Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else who shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.4 Any notice, invoice or other document which may be given by either party under the Contract shall be in writing (except as provided otherwise) sent for the attention of the person, and to the address or fax number, given in the Order Form (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 19.4 is not within Normal Working Hours at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

19.5 Any Director or representative of the Customer who signs on behalf of the Customer will be deemed an authorised signatory and thereby Eurodexx shall be entitled to rely on such signatory as binding the Customer to the obligations set out in these Conditions and any relevant Service Specific Conditions in all respects.

19.6 The Customer shall not, without the prior written consent of Eurodexx, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

19.7 Eurodexx may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the consent of the Customer.

19.8 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19.9 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the termination of the Contract (or in the case of multiple Contracts the last Contract to be terminated), solicit or entice away from Eurodexx or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Eurodexx in the provision of the Services. Any consent given by Eurodexx in accordance with this condition 19.9 shall be subject to the Customer paying to Eurodexx a sum equivalent to 20% of the then current annual remuneration of Eurodexx's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee or sub-contractor.

19.10 Without prejudice to condition 7.1, the Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Eurodexx in connection with the Services.

19.11 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

19.12 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.