

## TERMS AND CONDITIONS FOR INBOUND SERVICES

### 1. DEFINITIONS

Words & expressions which appear in this Agreement have the following meanings:

**Act** means the Communications Act 2003;

**Agreement** means in relation to an Inbound Service these Inbound Service Standard Terms and Conditions, any relevant Service Specific Terms and the relevant Order Form;

**Applicable Anti-Bribery Law** means any bribery or fraud or other similar corruption law of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act 1977;

**Associated Person** means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

**Bribery Act** means the UK Bribery Act 2010 (as amended from time to time);

**BT** means British Telecommunications plc, whose registered address is at: - 81 Newgate Street, London, EC1A 7AJ;

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Call Charges** means the fees identified as such in the Order Form.

**Call Recording Product** means the call recording product offered by the Service Provider.

**CDR's** means Call Data Records.

**Charges** mean all charges due to the Service Provider by You as set out in the Order Form or otherwise due to the Service Provider in accordance with this Agreement;

**CLI** means Calling Line Identifier;

**Confidential Information** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 26;

**Data Controller, Data Processor, Data Subject, Process/Processing, Personal Data, Personal Data Breach and Special Categories of Personal Data** will have the same meaning as given to them in the Data Protection Laws;

**Data Protection Laws** means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998 (and, from 25 May 2018, Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

**DDoS Attack** means a Distributed Denial of Service attack which is a form of electronic attack involving multiple computers, which send repeated HTTP requests or pings to a server to load it down and render it inaccessible for a period of time;

**Directory Enquiry Service** means a provision linked to the Service used by others to discover the Service details;

**Equipment** means any equipment that the Service Provider from time to time supplies to You (whether or not any Charges are made for such supply) in connection with the provision of the Service;

**Group** means the corporate group comprising the Service Provider and each of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company. The terms "subsidiary" and "holding company" having the meanings ascribed to them by section 1159, 1161 and 1162 of the Companies Act 2006, as amended;

**IPRs** means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, design rights, copyright, database rights, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;

**Law** means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

**Minimum Period** means sixty months from the Service Commencement Date (or where installation of the Service is phased, means sixty months from the Service Commencement Date of the last installed element of the Service), or such period (calculated from the relevant Service Commencement Date as above) as stated on the Order Form;

**Network Operator** means the carrier which the Service Provider uses to route Your call traffic;

**Normal Working Hours** means 09:00 – 17:30 Monday to Friday excluding public holidays in the United Kingdom;

**NTS Numbers** means 0870, 0871/2, 0844/3, 0845, 0800 non-geographic numbers and geographic-fixed numbers supplied by the Service Provider.

**OFCOM** means the independent regulator and competition authority for the UK communications industries;

**Order** means the Order Form for the Services issued by the Service Provider and completed & authorised by You and any further Order(s) placed by You to which these terms and conditions apply;

**Order Form** means the Customer Order Form, which may be in a form provided by the Service Provider or any additional order information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to order the Service subject to the Agreement;

**Out Payment** means payments that the Service Provider receives from the Telecommunications Network;

**Party** means each of the Service Provider and You (and reference to the Parties shall be construed accordingly);

**Phone-paid Services Authority** means Phone-paid Services Authority, the UK regulator for content goods and services charged to a phone bill, whose registered address is 25<sup>th</sup> Floor, 40 Bank Street, E14 5NR;

**Purchased Equipment** means any equipment explicitly sold to You by the Service Provider in connection with the provision of the Service;

**Rebate Service** means any Service whereby You receive a revenue payment from the Service Provider;

**Recording** means any call recording resulting from a Call Recording Product.

**Renewal Term** means a period equal to that of the Minimum Period or as set out in the Order Form;

**Revenue Share** means the share of call revenue to You as set out in condition 3 of these Service Specific Terms;

**Service(s)** means the service(s) described in the relevant Order Form and additionally set out in any Service Specific Terms;

**Service Commencement Date** means the date the relevant Service is available for use by You;

**Service Provider** means Elitetele.com t/a Elite Group (company number 03228824);

**Service Provider Website** means www.elitegroup.com or such other address as is notified to You from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via a link from the Service Provider Website shall be deemed incorporated into the Service Provider Website;

**Service Specific Terms** means any additional Terms and Conditions relating to a particular Service;

**Services Charges** means the fees identified as such in the Order Form;

**Set-up Charges** means the fees identified as such in the Order Form;

**Signed** means the Agreement being physically signed by both Parties, electronically signed by both Parties, the point at which the Service Provider explicitly accepts an order in writing (including by e-mail), or the point at which the Service Provider begins to fulfill any such Order (whichever is the earlier).

**Site** means the location or premises at which Equipment and/or Purchased Equipment will be located or where the Service will be provided;

**Software** means any software supplied to You by the Service Provider in connection with or to enable You to use the Service;

**Survey** means any survey or other investigations carried out by or on behalf of the Service Provider that it deems necessary prior to the installation of Equipment, Purchased Equipment and/or the provision of the Service;

**Telecommunications Network** means the public telecommunications system by which the Services are made available and the communication system operated by the Service Provider or any telecommunications system operator;

**Third Party Operator** means the operator of any communications network or system over which we may provide any part of our Service.

**You/Your** means the customer with whom the Service Provider makes the Agreement as set out in the Order Form, or where appropriate, any person representing You if it appears to the Service Provider that such person acts with Your authority or permission.

**Your Data** means the data inputted by You, or the Service Provider on Your behalf for the purpose of using the Services or facilitating Your use of the Services.

#### 1. References in the Agreement

##### 1.1 References in the Agreement

**1.1.1** to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;

**1.1.2** to a "person" includes any company (as defined in Section 1 Companies Act 2006), firm, body corporate or corporation (as defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;

**1.1.3** to a Party includes its respective successors and permitted assigns and their respective employees and agents; and

**1.1.4** to any word in the singular include the plural and vice versa.

**1.2** References in these Inbound Service Standard Terms and Conditions to Clauses are unless otherwise stated to Clauses in these Inbound Service Standard Terms and Conditions.

**1.3** Headings are for convenience only and do not affect the interpretation of the Agreement.

**1.4** Where in the Agreement You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing. Where in the Agreement You specifically acknowledge any provision or statement, You are deemed to agree to such provision or statement.

**1.5** A reference to a third person or third party is a reference to a person who is not a Party.

**1.6** The words 'include', 'including', 'for example' or 'such as' are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**1.7** In the event of any conflict, ambiguity or inconsistency between these Inbound Service Standard Terms and Conditions, the Order Form, the Service Specific Terms and any other document referred or attached, the following order of precedence shall apply:

**1.7.1** The Inbound Service Standard Terms and Conditions;

**1.7.2** the Order Form;

**1.7.3** any other document referred to or attached.

### 2. AGREEMENT

**2.1** To order Services You must complete and submit the relevant Order Form.

**2.2** A binding contract shall arise when the Service Provider accepts the relevant Order Form and the Order Form is then Signed by both Parties

**2.3** You agree that the Service Provider will be Your exclusive provider of telecommunication inbound services.

**2.4** The Service Provider shall provide the Services to You for the Minimum Period.

**2.5** You agree to authorise the Network Operator to provide the Service Provider with the full CLI of every caller to Your NTS numbers, except where the caller withholds their number

**2.6** You shall obtain and maintain all necessary licenses, consents and comply with all relevant Law in relation to the Services.

### 3. REVENUE SHARE

**3.1.** On traffic generated on Your NTS Numbers provided by the Service Provider which are subject to a Rebate Service, the Service Provider will pay You a revenue share as detailed on the Order Form.

Peak, Off Peak and Weekend times are as defined in clause 4.2.

**3.2.** On achieving the required call minutes of 10,000 minutes per month the revenue will be calculated from and including the first minute. The Service Provider's Out Payments are calculated from the Network Operator's CDR's.

**3.3.** The Service Provider will provide You with a monthly statement relating to the previous months calls. You shall then invoice the Service Provider on a monthly basis. VAT will be added to all bills and at the relevant rate where applicable. It is Your responsibility to send an invoice to the value of the statement to the Service Provider for payment. All claims by this method must be received by the company within six months from the statement month. Any invoices received after this date will be deemed to be invalid.

**3.4.** The Revenue Share is subject to change, on giving You 25 day's prior written notice. The Revenue Share will only change if circumstances beyond the control of the Service Provider impacts on the cost of supplying the service to You.

**3.5.** The Service Provider has the right to retain all or part of any revenue share:

- a) when directed by Phone-paid Services Authority;
- b) where any Network Operator withholds or reclaims any corresponding sums from the Service Provider as a result of Your acts or omissions; or
- c) The Service Provider has reasonable grounds to believe the Service is being used for fraudulent or other illegal activity or otherwise in breach of the Agreement (only until such time as You prove to reasonable satisfaction of the Service Provider that this is not the case). The Service Provider has the right to pay all or part of any retained revenue share to Phone-paid Services Authority or a third party as directed by Phone-paid Services Authority or as otherwise required by Law.

**3.6.** Where the Service Provider is required to make any payment to any Third Party Operator, Phone-paid Services Authority or any other third party in the circumstances set out in Clause 3.6, You will pay to the Service Provider on

- demand a sum equal to any shortfall between the amount due and any sums retained under Clause 3.6.
- 3.8 In accordance with the Phone-paid Services Authority and Section 1 of the Contracts (Rights of Third Parties) Act 1999, Phone-paid Services Authority will be entitled to enforce all relevant provisions of these Inbound Service Standard Terms and Conditions against You as if it were a party to these Inbound Service Standard Terms and Conditions.
- 3.9 ((a) (b) and (c) collectively referred to as "Relevant Rebate") Service Provider shall be entitled to:
- deduct an amount equal to the Relevant Rebate from any future Rebate due to You under this Agreement; or
  - demand payment by You of an amount equivalent to the Relevant Rebate by You and You agree to refund the Service Provider within 14 days of the receipt of such a demand.
- 3.10 If as a result of any future Law and/or as a result of a decision made by BT and/or by Ofcom the terms upon which rebates may be paid by the Service Provider as a supplier of NTS numbers to You are modified then the Service Provider shall be entitled to amend the terms upon which the rebate service is supplied to You upon written notice which You will be obliged to accept including, for the avoidance of doubt, the amounts of rebates payable.
- 3.11 It is Your responsibility to fully comply with the Phone-paid Services Authority Code of Conduct for Numbers which fall under their regulation and to ensure all promotional material for all such numbers includes clear pricing information in accordance with the Phone-paid Services Authority Code of Practice and that any queuing facilities on such numbers cause no undue delay to the caller. The Service Provider will have the right to amend the Contract to include such provisions as the Service Provider deems necessary and the Service Provider will have the right to add queue position announcements to any queuing services or make changes to any queuing settings to meet the requirements of the Code of Practice. The Code of Practice can be found at <https://psauthority.org.uk/For-Business/Code-15>
- 3.12 The Service Provider cannot guarantee international inbound access on NTS Numbers.

#### 4. CHARGES & PAYMENT

- 4.1 The cost of making a call to a telephone number is determined by the telecommunications system operators and not the Service Provider and will be subject to changes in cost and rate at any time and without notice.
- 4.2 Call Charges will be charged at three rates according to the time the call was initiated and the destination as follows:

Rate	Time period
Peak	08:00.00 – 17:59.59 Monday – Friday GMT/BST
Weekend	00:00.00 Saturday –23:59.59 Sunday GMT/BST
Off Peak	All times which are neither Peak nor Weekend.

- 4.3 Bank Holidays shall be treated as a normal day.
- 4.4 If a call overlaps between different periods, the entirety of the call will be charged at the rate that applied when the call was initiated.
- 4.5 You shall pay the Service Provider the Charges in respect of each item of the Service.
- 4.6 The payment terms for the Services are described below and further detailed in the Order Form for Services:
- 4.6.1 **Set-up and Connection Charges**  
Set-up Charges may apply to Services as specified in the Order Form.
- 4.6.2 **Rental Charges**  
Any applicable rental charges are payable monthly in advance.
- 4.6.3 **Call Charges**  
Call Charges are payable monthly in arrears in accordance with the Service Provider's CDR's.
- 4.6.4 **Additional Service Charges**  
The Service Provider charges for additional services, including Professional Services and labour, and are either by quotation or at a daily rate plus reasonable expenses. Any materials used will be charged appropriately. Additional Services Charges shall be invoiced upon completion of the particular services or monthly at the discretion of the Service Provider.
- 4.7 If the Service has a Directory Enquiry Service linked to it when ported to the Service Provider or when the Service commences, You shall be liable for all Charges applicable to such Directory Enquiry Service, the Service Provider may invoice you for such at any time and shall have the right to Charge You for the Directory Enquire Service should You terminate the Service.

- 4.8 The Service Provider may invoice, at any time, any Services omitted from a previous invoice.
- 4.9 The fees, charges and prices payable are exclusive of Value Added Tax and any other applicable taxes which shall be paid by You at the rate and in the manner for the time being prescribed by law.
- 4.10 Payment is due within 14 days of the date of the invoice, other than as permitted in Clause 4.12, by Direct Debit. If the payment which is properly due is not made within 10 business days from receiving written notice from the Service Provider specifying the invoice number and the amount due the Service Provider may suspend or cancel the Services and charge interest on all sums outstanding at a rate of 4% above the base rate of Barclays Bank Plc. The interest rate used will be that in force on the due date and will be applied from the due date to the date of actual payment.
- 4.11 Should a Direct Debit collection fail without prior notification provided to the Service Provider by You, an administration charge of £25.00 will be charged to Your account.
- 4.12 If You choose not to pay by Direct Debit You will notify the Service Provider of Your preferred payment method and You will be charged a processing fee of £7.50 per month. Where a payment is not received by the due date a late payment fee of £15.00 will be charged to Your account.
- 4.13 On all telephone numbers ported or migrated away from the Service Provider, You will be charged a transfer fee of £25 per number transferred.
- 4.14 The Service Provider may Charge You at the current rate if a port or migration date is amended once it has been agreed between the parties.
- 4.15 Copy invoices and statements will be provided if requested within 60 days of the document date free of charge. Copy invoices and statements requested from 61 days of the document date will be subject to a £10 charge per invoice/statement.
- 4.16 It is Your responsibility to check the monthly invoice for accuracy and notify the Service Provider promptly of any dispute. Any claims for a credit or refund must be notified to the Service Provider within 30 days of receipt of invoice otherwise the invoice will be deemed accepted.
- 4.17 You shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider to justify withholding any payment of any such amount in whole or in part.
- 4.18 You will be liable for all Charges for the Services from the relevant Service Commencement Date. No fraud, dishonest or other improper use of the Service(s) committed by or alleged to have been committed by a third party shall relieve You of Your payment or other obligations to the Service Provider under this Agreement.
- 4.19 Other than as set out in Clause 4.9 the Service Provider may vary the Call Charges by giving You 25 days' written notice. Without limitation such notice may be contained in billing information provided to You by the Service Provider.
- 4.20 The Service Provider may change Call Charges on Notice to You where:
- the Service Provider Charges are amended; and/or
  - there is a change in regulation.

#### 5. UNUSED SERVICES

- 5.1 Without prejudice to any other right or remedy available to the Service Provider if any number allocated to You:
- remains inactive for six consecutive calendar months; or
  - calls to such number amount to five minutes or less in any calendar month or an average of five minutes or less in any three consecutive calendar months;

The Service Provider may, on notice, either:

- remove any such number from Partner; or
- charge for the retention of such at the appropriate rate at such time;

unless the number has been notified in advance to the Service provider as being part of a specific disaster recovery plan.

#### 6. SUSPENSION OF SERVICES & CHARGES

- 6.1 Where provision of a Service has been suspended as a result of Your default, re-supply may be subject to the payment by You of a re-supply charge which will be advised to You by the Service Provider prior to the Service being re-supplied. You will remain liable for all charges during the period of suspension if suspended under your default.

#### 7. ALLOCATION AND USE OF TELEPHONE NUMBERS

- 7.1 Any telephone numbers allocated do not belong to You. You accept that You do not acquire any rights in such telephone numbers and You must make no attempt to apply for

registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.

7.2 You are not entitled to sell or agree to transfer to a third party any telephone number or Service allocated to You with the exception of any legal obligation to provide number portability, where a porting agreement is in place between the Service Provider and the party You may wish to port to.

7.3 The telephone numbers may be changed or decommissioned from time to time by the Service Provider for operational or technical reasons or because the Service Provider is required to do so by a network operator or in order to comply with any regulatory requirements. Any new telephone numbers provided to You under the Agreement, prior to their connection, cannot be guaranteed as available. The Service Provider will use reasonable endeavours to give You as much notice of any such change or decommission as is reasonably practicable. You acknowledge that changes to telephone numbers to comply with the requirements of a network operator or regulatory body are outside the control of the Service Provider and as such, subject to Clauses 14.1 and 14.3, the Service Provider shall not be liable for any costs, inconvenience or other losses incurred by You as a result of any unavailability, change or withdrawal as described in this clause.

7.4 If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and the Service Provider shall have no liability whatsoever with respect to the number chosen and its use by You.

7.5 If You are allocated a number which falls within a range of numbers classified from time to time by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range. You shall on demand indemnify and hold harmless the Service Provider from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any penalties imposed by Phone-paid Services Authority, OFCOM or other regulatory body) incurred by the Service Provider and arising out of Your use of the Services, including from any fraudulent use by You and/or a third party (including artificial inflation of traffic) of numbers.

7.6 The telephone numbers are unique for use within the United Kingdom and international call charge rates will apply to any use of the Services by You outside of the United Kingdom. The Service Provider does not warrant, and accepts no liability in relation to, the availability of any telephone number from overseas countries.

#### 8. SERVICE

- 8.1 The Service Provider shall provide the Service in accordance with the Agreement.
- 8.2 You must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service.
- 8.3 The Service Provider shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However You accept that it is technically impracticable to provide the Service entirely free of faults and the Service Provider does not undertake to do so.
- 8.4 The Service Provider shall use reasonable endeavours to meet such general service levels in relation to a particular Service as the Service Provider publishes from time to time. However, save as expressly stated in such published service levels, the Service Provider shall have no liability for any failure to meet any such service levels.

#### 9. USE OF THE SERVICE

- 9.1 You undertake to use the Equipment, the Purchased Equipment and Service in accordance with such conditions and/or instructions as may be notified in writing to You by the Service Provider from time to time and in accordance with Law.

- The Service Provider may from time to time vary the technical and/or operational procedures for or relating to the use of the Service.
- 9.2 You shall not use or allow anyone else to use the Service:
- to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
  - to cause annoyance, inconvenience or needless anxiety to any person;
  - to violate or infringe the rights of any person;
  - in any way the Service Provider considers is detrimental to the provision of Services to You or any other customer of the Service Provider;
  - in breach of the Agreement;
  - in breach of any applicable Law;
  - to upload or transmit viruses;
  - who is not authorised to do so.
- 9.3 The Service Provider may at its discretion amend and/or suspend the Service and/or terminate the Agreement if You are in breach of clause 9.2. You shall on demand indemnify and keep indemnified the Service Provider from and against any and all liabilities, claims, damages, costs, demands, expenses, losses and proceedings arising out of or in any way connected with any use of the Service in contravention of the Agreement or the Law.
- 9.4 You are responsible for its use of the Service (whether authorised or not and whether by You or any other person), including without limitation all Charges incurred and any breaches of this Agreement.
- 9.5 You shall, in connection with the use of the Service, comply with the Service Provider's acceptable use policy at all times. The acceptable use policy is published on the Service Provider Website and it is Your responsibility to ensure You review it and are aware of the current version.
- 9.6 You must ensure that the number of telephone calls made on the Service(s) do not significantly exceed Your capability to answer such calls or cause congestion (the existence of congestion to be reasonably determined by the Service Provider taking into account normal levels of traffic on the network). Where the Service Provider notifies You of the occurrence of any such congestion, then You shall immediately take all reasonable steps (which shall include, but not be limited to, arranging additional network capacity, adjusting Your promotional activities or using call bureau, for the relevant period) to prevent such congestion continuing.

#### 10. INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY

- 10.1 You shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Equipment or Software, or any documents, drawings and/or specifications relating thereto supplied by the Service Provider to You in connection with the Products, unless otherwise expressly agreed by the Service Provider in writing. If You in any way acquire any such rights then You shall immediately inform the Service Provider and shall forthwith take such steps as may be required by the Service Provider to assign such rights or vest such title in the Service Provider.
- 10.2 The Service Provider shall have the right to apply any trademarks, trade names and/or service marks to the Equipment or Software. Unless otherwise agreed, You acknowledge and agrees that no rights are granted to You by the use by You of such trademarks, trade names and/or service marks and You shall not deface, remove or obliterate any trademarks, trade names or logos applied by the Service Provider on or in relation to the Equipment or Software.
- 10.3 Where the Equipment or Software are not manufactured by the Service Provider, the Service Provider gives no assurance or guarantee that the sale or use of the Equipment or Software will not infringe the IPRs of any third party.
- 10.4 You shall keep confidential and not use, without the prior written consent of the Service Provider, all or any information including without limit, those (as referred to in condition 10.1) supplied by the Service Provider or disclosed to or obtained by You pursuant to or as a result of this Agreement, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of Yours, or disclosure of the same is required by law or by any other governmental or other regulatory body provided that in such cases You notify the Service Provider 14 days prior to such disclosure to allow the Service Provider to seek injunctive relief (or such other action as the Service Provider may require) to prevent such disclosure and shall provide the Service Provider with all such reasonable assistance as the Service Provider may require in order to carry out such action.
- 10.5 You warrant, represent and undertake that You are the owner of, or that You are authorised by the owner of, (and have the right to use) any trade mark or name that You wish to use as or in Your registered domain name (or any of them) ("Domain Names").

#### 11. PRODUCT RESTRICTIONS

- 11.1 You must notify the Service Provider not less than 14 days before any significant increase in traffic across the Telecommunications Network will arise as a result of Your use of the Services (for example, as a result of ticket sales, marketing promotions, etc). For the purposes of this clause, a significant increase will mean more than 5,000 calls in a period of 15 minutes to one phone number (or the aggregate of NTS non-geographic numbers if they point to one number).
- 11.2 The Service Provider cannot guarantee the correct function of a Service that is not provided by the Service Provider but which operates across a Service where a third party is used. A list of services as identified by the Service Provider or any Third Party Operator known to be incompatible with the provision of the applicable Service, is available from the Service Provider but You acknowledge and agrees that this is for illustrative purposes only given the ever changing nature of third party services.

#### 12. MAINTENANCE

- 12.1 The Service Provider shall provide support services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 12.2 If You detect any defect or impairment in the operation or performance of the Service You must notify the Service Provider of the nature of such defect or impairment. The Service Provider will endeavour to respond as promptly as possible after such notification and endeavour to make the necessary corrections.
- 12.3 The Service Provider will be entitled to make a reasonable charge in the event that the need for any maintenance results from any one or more of the following:
- 12.3.1 subject to Clause 15.4.2, misuse or neglect of or accidental or wilful damage to the Equipment, Purchased Equipment and/or Service; or
  - 12.3.2 accidental or wilful disconnection of the Equipment, Purchased Equipment and/or Service; or
  - 12.3.3 Your failure to comply with any of the provisions of the Agreement; or
  - 12.3.4 fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in Your own equipment.

#### 13. CALL RECORDING

- 13.1 In order to provide any Call Recording Product, each call to be recorded must be routed over the Telecommunications Network.
- 13.2 The Parties agree that Recordings and any data contained within the Recordings is Your responsibility and property.
- 13.3 You will notify the Service Provider of all CLIs that You require to be recorded by the Call Recording Product and You are solely responsible for notifying the Service Provider of any changes, deletions or amendments to any such CLIs.
- 13.4 Unless otherwise agreed between the Parties, the Service Provider will commence recording of calls automatically on call answer and will terminate recording on call release.
- 13.5 The Service Provider reserves the right to refuse access to any Recordings, subject to being provided with such evidence as it may require that the relevant requestee has authority to access such Recordings.
- 13.6 The Service Provider will store two copies of all Recordings for the Minimum Period unless otherwise stated on the Order Form and will charge You for such storage at the applicable rates at such time.
- 13.7 You should ensure that all Recordings You wish to retain have been downloaded as the Service Provider will delete all Recordings relating to such Call Recording Product immediately following termination of any Call Recording Product (or as provided in the Order Form) and will have no liability to You in regard of such deletion.
- 13.8 The Service Provider reserves the right to access and retain the Recordings or copies of them for the purposes of:
- observing the performance of any Call Recording Product;
  - retaining a record of activity on the Telecommunications Network; or
  - performing maintenance or resolving any Incidents.

#### 14. EMERGENCY CALLS DATABASE

- 14.1 You must be aware that You must maintain up to date information in relation to any installation address or other relevant details which will have an impact on ensuring that correct information is passed to any emergency organisation in accordance with condition 4 of OFCOM's general conditions of entitlement (as updated from time to time).
- 14.2 Without restricting Your obligations in this Clause 14, You will only use each CLI which has been provided by the Service provider as part of an inbound service

for this purpose only. Where You use, or allow a CLI to be used for any other purpose, including to make outbound calls, this will be a material breach of an Agreement.

#### 15. LIMITATIONS OF LIABILITY

- 15.1 Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- 15.2 Except as expressly stated in the Agreement all warranties, conditions, undertakings or terms, express or implied in respect of the Service, Software, Equipment and Purchased Equipment are excluded to the fullest extent permitted by Law.
- 15.3 Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.
- 15.4 Save in relation to payment of indemnities pursuant to Clauses 7.5 and 9.3 and subject to Clauses 15.1 and 15.3:
- 15.4.1. Subject to Clause 15.4.2, each Party's liability (including without limitation liability for negligence) under the Agreement (other than for payment of Charges) in respect of each individual claim shall be limited to the recurring Charges paid to the Service Provider by You for the applicable Service of which the claim relates to in the two month period preceding such claim; and
  - 15.4.2. each Party's total aggregate liability for all claims under the Agreement (other than for payment of Charges) shall be limited to the value of the recurring Charges paid to the Service Provider by You for the applicable Service/s of which the claim/s relate to in the initial six month period of the Agreement.
- 15.5. Notwithstanding the above neither Party shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, contracts, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever arising out of or in connection with the performance or non-performance by You of its obligations under the Agreement.
- 15.6. Unless stated in any relevant Special Terms, Clauses 15.1 – 15.6 set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other Party in tort, contract or otherwise arising in connection with the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of the Service Provider's liability in the Agreement are reasonable taking into account (amongst other matters) the likelihood that any damages awarded to You for breach of the Agreement by the Service Provider may be disproportionately greater than the Charges.

#### 16. SUSPENSION

- 16.1. The Service Provider may:
- 16.1 in an emergency suspend the Service to provide or safeguard a service to a hospital or other emergency organisation or any other essential services;
  - 16.2 temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintain or improve or to protect life, limb or property;
  - 16.3 suspend the Service in the case of fraud or suspected fraud or a DDoS Attack or to preserve the safety, security or integrity of the Services and the traffic conveyed for You and other customer of the Service Provider;
  - 16.4 suspend the Service where it reasonably believes Your use of the Service is unlawful or illegal;
  - 16.5 give such instructions to You regarding the use of the Service as it deems reasonably necessary;
  - 16.6 do whatever is required of it to comply with instructions issued or on behalf of H.M. Government, an emergency service or other competent authority; and
  - 16.7 suspend the Service in any circumstance in which it is entitled to terminate the Agreement.
- 16.2. Except in an emergency when no such notice shall be required, the Service Provider shall give You as much notice as is reasonably practicable for it to do so if the Service is to be suspended but, for the avoidance of doubt, You shall have no claim against the Service Provider for any suspension of the Service pursuant to clause 16.1. Any exercise by the Service Provider of its right to suspend the Agreement in circumstances where it would be entitled to terminate the Agreement or Service, shall not exclude the right of the Service Provider to subsequently terminate the Agreement or Service.

- 16.3. If the Service is suspended pursuant to Your default You shall continue to pay the Charges during such period of suspension and shall reimburse all costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement.
- 17. DURATION AND TERMINATION**
- 17.1 In relation to a particular Service this Agreement shall come into effect on the Service Commencement Date for the Minimum Period and unless the Agreement is terminated in accordance with the terms of this Agreement, this Agreement will continue automatically following the Minimum Period for subsequent Renewal Terms.
- 17.2 You may terminate this Agreement by giving the Service Provider 30 days' written notice at any time during the last 30 days of the Agreement Term or any subsequent Renewal Term, as appropriate.
- 17.3 Notwithstanding Clause 17.2, You may terminate the Agreement in accordance with Clause 17.5.
- 17.4 Notwithstanding Clause 17.2 the Service Provider may terminate the Agreement immediately on written notice if:
- 17.4.1 any Survey is not satisfactorily completed;
- 17.4.2 any licence, permission or other approval You or the Service Provider require from time to time to connect to the Service or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or the Service Provider the appropriate rights;
- 17.4.3 You make a material mis-statement in the details You have supplied to the Service Provider to enable the Service Provider to provide the Service;
- 17.4.4 You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with the Service Provider or a member of its Group;
- 17.4.5 the Service Provider suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against the Service Provider or any third party; or
- 17.4.6 any contract (or part thereof) between the Service Provider and a third party provider of telecommunications services is terminated where such termination affects the provision of the Service.
- 17.5 Notwithstanding Clause 17.2 either party may give notice in writing to the other party to terminate the Agreement with immediate effect if:
- 17.5.1 the other party commits a material breach of any term of the Agreement which cannot be remedied, or in the case of a breach capable of being remedied, has failed to remedy the breach within 30 days of notice being given by the other party requiring it to be remedied; or
- 17.5.2 the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or becomes or is declared bankrupt other than as part of a good faith reorganisation of such Party's Group.
- 17.6 On termination of the Agreement any licence granted to You by the Service Provider shall immediately cease. You must immediately stop using the Service and all amounts You owe the Service Provider shall be due and payable in full.
- 17.7 On termination of the Agreement by reason of Your default You shall be liable to pay the Service Provider all Charges and all Outpayments that would otherwise have been payable to the Service Provider during the Minimum Term or subsequent Renewal Term if applicable. The Service Provider shall not be obliged to refund any Charges paid in advance.
- 17.8 The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination (including, without limitation, termination under Clause 19).
- 17.9 If You cancel all (or part of) an order for Service, any time before the Service Commencement Date, in addition to the Charges detailed in Clause 17.6 above, You will be liable to pay any reasonable costs incurred by the Service Provider as a result of the Service Provider progressing the order for Service for delivery prior to Your cancellation.
- 18. ASSIGNMENT**
- 18.1 You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of the Service Provider.
- 18.2 The Service Provider may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.
- 19. FORCE MAJEURE**
- 19.1 Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Such causes include, but are not limited to, fire, explosion, breakdown or failure of equipment, systems or facilities, strike, lock-out, labour dispute, illness, epidemic, flood, drought, war, civil commotion ore requirement of any authority, licensing or government agency.
- 19.2 Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 working days' written notice to the other Party.
- 20. VARIATION**
- 20.1 Subject to Clauses 4.19, 20.2, 20.4 and 20.5 any variation to the Agreement shall be agreed by the Parties in writing.
- 20.2 Notwithstanding Clause 20.1 the Service Provider reserves the right to amend or vary the Agreement where changes are imposed to the Service Provider by a third party Supplier by giving You 25 days' written notice thereof.
- 20.3 If You request and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, You must complete such formalities as the Service Provider shall require giving effect to such change. The Service Provider may require payment prior to effecting such change.
- 20.4 Subject as stated in this Clause, the Service Provider may vary the Service from time to time. In this Clause 20.4, "New Service" shall mean the service after variation and "Original Service" shall mean the Service prior to variation. Such variation may be the result without limitation, of a change of name, method of delivery, change in technology, upgrade or substitution or alternative service and;
- 20.4.1 the New Service shall have at least equivalent functionality and service levels to the Original Service;
- 20.4.2 You shall not be charged for such variation;
- 20.4.3 Charges payable for the Original Service shall apply to the New Service; and
- 20.4.4 the Minimum Period for the Original Service shall apply to the New Service.
- 20.4.5 after a variation in accordance with this Clause the New Service shall be deemed the Service.
- 20.5 The Service Provider may at any time improve, modify or otherwise alter the Service in the event that:
- 20.5.1 the Service Provider suppliers' services are altered so as to affect the provision by the Service Provider of the Service;
- 20.5.2 in the reasonable opinion of the Service Provider the Service should be altered for reasons of quality of service or otherwise for the benefit of the Service Provider's customers as a whole;
- 20.5.3 technical or regulatory reasons so require.
- 21. NOTICES**
- Unless otherwise stated in the Agreement:
- 21.1 Notices sent by You to the Service Provider shall be sent by hand or post to the Commercial Director at the address below or as otherwise notified to You. Elitetele.com t/a Elite Group, Dawson House, Matrix Business Park, Chorley, PR7 7NA
- 21.2 Notices sent by the Service Provider to You may be sent:
- 21.2.1 by hand or by post to Your billing address specified on the Order Form or to Your registered office; or
- 21.2.2 by electronic mail to Your electronic mail address specified on the Order Form or as otherwise notified to the Service Provider in writing.
- 21.3 Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mailbox.
- 21.4 You agree to inform the Service Provider of any change to Your billing address, registered address and contact details in order that notices are able to be sent correctly by the Service Provider.
- 22. MARKETING AND DATA PROTECTION**
- Within this clause 22, "Act" means the Data Protection Laws.
- 22.1 The Service Provider will only store, copy or use Your Data to the extent necessary to perform the Service Provider's obligations under the Agreement.
- 22.2 The Service Provider will follow archiving procedures for Your Data as set out in the Service Provider's Data Handling Policy.
- 22.3. In the event that Your Data is corrupted or lost or degraded so as to be unusable, as a result of the Service Provider or its Personnel, subject to clause 14, Your sole and exclusive remedy will be for the Service Provider to use reasonable commercial endeavours to restore or procure the restoration of Your Data that is corrupted, lost or degraded so as to be useable as soon as reasonably practicable from the latest back-up of Your Data maintained by the Service Provider in accordance with the archiving procedure described in its Data Handling Policy.
- 22.4. The Service Provider will not be responsible for any loss, corruption, damage, alteration or disclosure of Your Data caused by any third party (except its Personnel which are engaged by the Service Provider to perform services related to Your Data).
- 22.5. The Service Provider will in performing its obligations under the Agreement, comply with its Data Handling Policy, which includes details of its compliance with ISO 27001.
- 22.6. In respect of any Personal Data that the Service Provider Processes on Your behalf when performing its obligations under the Agreement, You and the Service Provider hereby agree that You will be the Data Controller and the Service Provider will be a Data Processor and in any such case:
- 22.6.1 The Service Provider will Process the Personal Data solely on Your documented instructions (including as set out in the Agreement), for the purposes of providing the Services.
- 22.6.2 The Service Provider will take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data.
- 22.6.3 The Service Provider will take reasonable steps to ensure the reliability of its Personnel who may have access to the Personal Data, and their treatment of the Personal Data as Confidential Information.
- 22.6.4 The Service Provider will promptly, and in any case within five (5) Business Days, notify You of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a Regulatory Body) of which the Service Provider is aware, relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;
- 22.6.5 The Service Provider will notify You without undue delay upon becoming aware of any Personal Data Breach;
- 22.6.6 The Service Provider will provide commercially reasonable assistance to You on request in relation to (i) any communication received under clause 21.10.4 and (ii) any Personal Data Breach, including by implementing appropriate technical and organisational measures;
- 22.6.7 You acknowledge and agree that the Service Provider is generally authorized to appoint third parties to Process the Personal Data ("Sub-Processor"), subject to notifying You about its Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
- 22.6.8 You acknowledge and agree that the Personal Data may be transferred or stored outside the European Economic Area or the country where You are located in order to carry out the Services and the Service Provider's other obligations under the Agreement. The Service Provider will take such steps as are necessary to ensure the Processing is in accordance with Data Protection Laws;
- 22.6.9 The Service Provider will provide You, upon request, with all information reasonably required to demonstrate compliance with its obligations under this clause 22.6.9, including permitting you, on reasonable prior notice, and no more than on one occasion in any twenty-four (24) month period (except in the event of a Personal Data Breach), to inspect and audit the facilities used by the Service Provider to Process the Personal Data;
- 22.6.10 The Service Provider will cease Processing the Personal Data upon the termination or expiry of the Agreement and, upon Your request, either return to You (in accordance with clause 22.6.12 or securely delete the Personal Data);
- 22.6.11 You will ensure that You are entitled to transfer the relevant Personal Data to the Service Provider so that the Service Provider may use, Process and transfer the Personal Data in accordance with the Agreement and Applicable Law, on Your behalf; and
- 22.6.12 You will ensure that all relevant Data Subjects have been informed of, and, where required, have given their consent to, such use, Processing, and transfer as required by all applicable Data Protection Legislation.

22.7. The following table describes the Personal Data Processing activities performed by the Service Provider (in so far as the Service Provider is a Data Processor) on Your behalf:

Subject matter of processing	Processing of Personal Data and the Services provided under this Agreement.
Duration of processing	For the duration of the Term and any subsequent Renewal Term
Purpose of processing	Data processing shall only take place which is necessary to the performance of the contract between You and the Service Provider including to provision and install the Services, to provide support and maintenance for the lifetime of those Services, to support and host Personal Data for a cloud based software solutions where that Service is supplied and to provide billing services, including service charge itemization which may contain Personal Data.
Type of personal data	Names, contact details, addresses, service details specific to a Data Subject such as a mobile number.
Categories of data subjects	Your employees, workers and contractors.

22.8. You acknowledge and agree that the Service Provider may from time to time monitor Your use of the Services and capture Your Data in relation to Your use of the Services, including through the use of Google Analytics;

22.9. If on termination of the Agreement You require the Service Provider to return Your Data to You (including Your Data that resides on or within the Service Providers Software or the Service Providers systems), You will notify the Service Provider in writing and the Service Provider will use reasonable commercial endeavours to deliver to You, to the extent the Service Provider is able, the then most recent back-up of Your Data that is in the possession of the Service Provider, subject to You having paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and You and the Service Provider agreeing the reimbursement of the Service Provider's costs and reasonable expenses in relation to the retrieval and return of Your Data.

**23. ENTIRE AGREEMENT**

23.1 This Agreement sets out the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by, or on behalf of, the parties and relating to its subject matter.

23.2 Each party confirms that it has not relied upon, and (subject to clause 23.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not

a party to this Agreement) unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

23.3 Subject to clause 23.4, neither party shall be entitled to claim the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.

23.4 Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

**24. TIME NOT OF THE ESSENCE**

24.1 Any dates quoted by the Service Provider in connection with the provision of the Service or delivery and installation of the Equipment and/or Purchased Equipment shall be treated as estimates only. The Service Provider accepts no liability for any failure to meet such dates.

**25. MISCELLANEOUS**

25.1 No waiver by the Service Provider of any default by You under the Agreement shall operate or be construed as a waiver by the Service Provider of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by the Service Provider to You shall imply a waiver of its rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.

25.2 If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.

25.3 The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.

25.4 During this Agreement and for a period of twelve (12) months following the termination of the Agreement (for whatever reason) You shall not employ or engage directly or indirectly (without the prior written agreement of the Service Provider) nor make or seek to make any offer of employment or engagement to any employee of the Service Provider, who have dealt with You in the course of the performance of the Agreement.

25.5 The Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999.

25.6 Right to Audit: You may request an audit of the Service Provider to conduct financial, quality, or other compliance audits in order to ensure Your compliance with Your own applicable standards. Such an audit will be conducted at Your own cost. The Service Provider agrees to undertake any such reasonable request, and use its reasonable efforts to facilitate, upon written notice of at least 20 business days to either complete an audit questionnaire, a due diligence questionnaire or any other such audit documentation or during regular business hours, access and conduct an inspection of the records and documentation of the Service Provider and any facilities and/or systems necessary. You must provide a detailed scope of the audit to the Service Provider in order for us to quantify the number of hours required to complete the work and the technical level of personnel necessary. The Service Provider will provide a quote for the number of consultancy hours and on acceptance by You of that quote the Service Provider will schedule the audit on an appropriate date agreed by both parties.

**26. CONFIDENTIALITY**

26.1 Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):

26.1.1 To keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and

subsequently received pursuant to this Agreement ("in this Clause "Confidential Information"); and

26.1.2 Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and

26.1.3 To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.

26.2 You shall not disclose the existence of this Agreement to any third party without the prior written consent of the Service Provider.

26.3 The confidentiality obligations in Clauses 26.1 and 26.2 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.

26.4 The confidentiality obligations in Clauses 26.1 and 26.2 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:

26.4.1 has ceased to be secret without default of the Receiving Party's part; or

26.4.2 was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or

26.4.3 has been received from a third party who did not acquire it in confidence.

26.5 Clause 26 shall survive termination of the Agreement or any part of it.

**27. ANTI-BRIBERY**

27.1 You must not violate any Applicable Anti-Bribery Law.

27.2 You have and must at all times implement adequate procedures designed to prevent You or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.

27.3 You represent that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Service Provider or any third party) by or on behalf of You or Your Associated Persons.

27.4 Breach of any of the provisions in this condition 27 or of any Applicable Anti-Bribery Law is a material breach of this Agreement and, without prejudice to any other right, relief or remedy, entitles the Service Provider to terminate this Agreement immediately.

**28. THIRD PARTY RIGHTS**

28.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

**29. COUNTERPARTS**

29.1 This Agreement may be Signed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

29.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

**30. GOVERNING LAW AND ARBITRATION**

30.1 The Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

By signing below You confirm that You have read the Inbound Services Standard Terms and Conditions and agree to be bound by them, together with the Charges detailed within this Order Form set out in, or deemed to form part of this Agreement.

**SIGNATURES**

[[SertifiSStamp\_1]]

[[SertifiSStamp\_2]]

[[SertifiCompany\_1]]

[[SertifiCompany\_2]]

[[SertifiTitle\_1]]

[[SertifiTitle\_2]]