

VOICE 2 VOICE LTD

TERMS AND CONDITIONS FOR BUSINESS MOBILE SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions (**Terms**) the following words shall have the following meanings:

Agreement	the agreement between you and V2V for the supply of the Services in accordance with the Order and these Terms.
Artificially Inflated Traffic	the flow of calls to any particular revenue share service which is, as a result or consequence of any activity by or on behalf of the Customer, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the Network.
Bonus	any introductory or anniversary bonus or credit made available to the Customer by V2V or V2V's supplier. The financial value of the bonus shall be specified in the Order or otherwise notified to the Customer by V2V in writing.
Call Charge	the charges for calls made on the System (including reverse charge calls) as notified to the Customer from time to time and payable by the Customer to V2V for the Services.
Charges	any or all of the charges and fees payable by the Customer for the Services pursuant to the Agreement.
Confidential Information	any and all information whether disclosed in written or oral or machine-readable form or otherwise including without limitation information relating to V2V's services, equipment, operations, know-how, trade secrets and information of commercial value;
Connection Charge	the non-refundable charge (if any) payable by the Customer for installation and connection to the System as specified in the Order or otherwise notified by V2V in writing.
Customer, you	the individual, company, entity, organisation or business that purchases the Services from V2V.
DPA	the Data Protection Act 1998.
Early Termination Fee	means: (a) the Monthly Access Charge for each Line supplied by V2V until the end of the Minimum Period (and any additional Minimum Period) of each Line or handset supplied; and (b) the pro rata amount of any Bonus paid (in cash and/or in kind) to the Customer by V2V in respect of any existing Line until the end of the Minimum Period.
Equipment	any equipment (including without limitation handsets) supplied by V2V to the Customer, as specified in the Order or otherwise notified by V2V in writing.
Gateway	any equipment containing a SIM which enables the routing of calls from fixed

apparatus to equipment by establishing a mobile TO MOBILE CALL.

IPR

patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Line

one or more cellular connections that are connected to the network via a SIM(s).

Minimum Period

Twenty four (24) months (or such other period as is set out on the Order) from the date of connection for each Line to the Network Provider's network or date of delivery of a handset upgrade whichever is later. Where V2V provides further Equipment in respect of any Line at a subsidised rate (upgrade) or financial support in lieu of Equipment (upgrade support) then the Minimum Period that relates to that Line is extended by a further Minimum Period from the date of the supply of the upgrade or upgrade support, or such other period as has been agreed between the Parties in writing.

Minimum Spend

the minimum value of Call Charges (excluding VAT) per calendar month (or pro rata in relation to the first and final months) per Line as specified in the Order or otherwise notified by V2V averaged over the total number of Lines supplied by V2V to the Customer.

Monthly Access Charge

the monthly charge per Line to obtain the Services, as set out in the Order or otherwise notified to the Customer by V2V in writing.

Network

the network operated by a Network Provider.

Network Provider

a network provider who operates a Network in accordance with an agreement between the Network Provider and V2V.

OFCOM

the Office of Communications or other replacement authority.

Order

the Customer's order for the Services and / or Equipment.

Personal Data

personal data, as defined in the DPA.

RPI

the Retail Prices Index or any official index replacing it.

Services

the business mobile services as set out in the Order and that V2V agrees to supply to the Customer.

SIM

a subscriber identification module.

V2V, We

Voice 2 Voice Limited (Company Number: 4785166) whose Registered Office is at

System

Suite 9, Lakhpur Court, Staffordshire
Technology Park, Stafford, Staffordshire,
ST18 0FX.

the Network that V2V uses to provide the
Services.

Working Day

09:00 to 17:00 Monday to Friday but
excluding public holidays in the United
Kingdom recognised by V2V.

1.2. Construction. In these Terms, the following rules apply:

1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. a reference to **writing** or **written** includes faxes and e-mails.

1.2.3. a reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.2.4. headings in the Agreement shall not affect interpretation.

2. ORDERS AND MINIMUM PERIOD

2.1. The Order constitutes an offer by the Customer to purchase the Services in accordance with these Terms.

2.2. No order placed by the Customer shall be deemed accepted by V2V until the Order is accepted by V2V in writing or (if earlier) V2V provides the Services to the Customer.

2.3. Once an Order has been accepted by V2V, the Customer may not cancel an Order.

2.4. V2V shall be under no obligation to provide the Services until acceptance of the relevant Order by V2V. V2V may accept or reject an Order at its sole discretion.

2.5. The Agreement for each Line shall commence on the date of connection by V2V to the Network and will continue for the Minimum Period. The commencement date for each Line may vary and the Minimum Period will apply to each individual Line.

2.6. The Customer may place orders for further Lines or Equipment after the date of the original Order. If V2V accepts such orders, they will become an Order for the purposes of the Agreement and these Terms will apply.

2.7. The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of V2V which is not set out in the Agreement.

2.8. These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. THE SERVICES

3.1. In order for V2V to enable the Customer to use the Services the Customer agrees to comply with the following:

3.1.1. the Customer will comply with and implement such terms and codes of practice, procedures and directions as are established and/or adopted by V2V or its suppliers from time to time in relation to any numbers and/or the allocation, re-allocation and/or transfer of them;

3.1.2. the Customer will comply with such procedures as V2V may notify from time to time in relation to the ordering management and the use of the SIMs. V2V will charge the Customer for SIMs at the rate specified from time to time by V2V and the Customer will pay V2V's charges applicable for such SIMs.

3.2. The Customer will not have any rights in numbers allocated to it, except as expressly set out in the Agreement.

3.3. If any number allocated to the Customer remains unconnected to or is disconnected from the Network for any reason for a continuous period of two (2) months, V2V may withdraw and re-allocate to a third party without liability on notice to the Customer.

3.4. V2V reserves the right to require the Customer to pay a charge in respect of the allocation of certain numbers.

3.5. The Customer shall indemnify V2V against all costs, damages, expenses and losses and reasonable professional costs and expenses suffered or incurred by V2V arising out of or in connection with the use or misuse of the Services by the Customer.

4. SUPPLY OF EQUIPMENT

4.1. V2V may supply certain Equipment to the Customer as set out in an Order. V2V shall use reasonable endeavours to meet any agreed delivery dates for Equipment but will not be liable for a failure to do so. Time shall not be of the essence in respect of delivery dates.

4.2. The Customer will pay the cost of delivery in addition to the price of the Equipment. The Customer will have three (3) days to inspect the Equipment. Upon expiry of the three (3) days the Equipment will be deemed accepted by the Customer.

4.3. In relation to Equipment purchased by the Customer from V2V:

4.3.1. the Equipment is at the risk of the Customer from the time of delivery;

4.3.2. ownership of the Equipment other than Equipment provided to the Customer free of charge shall pass to the Customer on the later of completion of delivery or when V2V has received in full in cleared funds all sums due to it in respect of

4.3.2.1. the Equipment; and

4.3.2.2. all other sums which are or which become due to V2V from the Customer on any account.

4.4. In relation to Equipment loaned to the Customer free of charge:

4.4.1. risk in such Equipment will pass immediately to the Customer when they leave the physical possession or control of V2V;

4.4.2. risk in such Equipment will not pass back to V2V from the Customer until such Equipment is back in the physical possession of V2V;

4.4.3. ownership of such Equipment remains at all times with V2V. The Customer has no right, title or interest in such Equipment except that they are provided to the Customer for the duration of and on the terms of the Agreement;

4.4.4. the Customer cannot deal with the ownership or any interest in such Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any rights to withhold, disposing and/or leasing.

4.5. Risk in the SIMs shall pass to the Customer on delivery. Ownership of SIMs remains at all times with V2V or the Network Provider. The Customer has no right, title or interest in the SIMs except that they are provided to the Customer for the duration of and on the terms of the Agreement.

4.6. The Customer shall ensure that any equipment (excluding the Equipment provided by V2V) that it uses in connection with the Services meets any legal or regulatory requirements and is approved for connection to the System. If not, the Customer must immediately disconnect it or allow V2V to do so at the Customer's expense.

4.7. The Customer shall be responsible for any loss or damage to the Equipment caused by an act or omission or negligence of the Customer, and shall (subject to any manufacturer's warranty) also be responsible for the maintenance of the Equipment.

5. V2V'S GENERAL OBLIGATIONS

5.1. V2V shall supply the Services to the Customer from the commencement date for the term of the Agreement and in accordance with these Terms.

5.2. V2V shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and V2V shall notify the Customer in any such event.

5.3. V2V shall use reasonable endeavours to meet any agreed dates but shall not be liable for failure to meet them. Time shall not be of the essence of the Agreement.

5.4. The Customer shall report any fault to the Services or the Equipment to V2V's Customer Services Department, where it will be dealt with in accordance with the agreed fault repair service. V2V shall not be obliged to fix any fault if:

5.4.1. the defect arises because the Customer failed to follow the manufacturers user manual or other documentation available from the manufacturer or V2V's oral or written instructions as to the storage, use or maintenance of the Services or Equipment or (if there are none) good trade practice;

5.4.2. the defect is caused by improper use of the Equipment or use outside its normal application;

5.4.3. the defect arises due to circumstances set out in Clause 5.7.2;

5.4.4. the defect arises due to normal wear and tear; or

5.4.5. the Customer, its employees, agents or subcontractors alter or repair the Equipment without the prior written consent of V2V.

If V2V agrees to fix a fault caused by the circumstances set out in this Clause 5.4 or a fault caused by the Customer or that otherwise falls outside the responsibility of V2V or where no fault is found, V2V may charge the Customer for any work that V2V has undertaken at its applicable man-hour rate.

5.5. V2V shall not be liable for any fault whether under Clause 5.4 or otherwise unless:

5.5.1. the Customer gives written notice of the defect to V2V within seven (7) days of the time when the Customer discovers or ought to have discovered the fault or defect; and

5.5.2. after receiving the notice, V2V is given a reasonable opportunity to investigate such fault and the Customer (where applicable and if asked to do so by V2V) returns the Equipment to V2V's place of business in its original packaging.

5.6. V2V will request the Network Provider to connect the Customer to the System. V2V cannot be responsible for the coverage or quality of service that the Customer receives from the System.

5.7. V2V shall exercise the reasonable care and skill of a competent telecommunications operator. The Customer acknowledges that:

5.7.1. V2V cannot guarantee that the Services will be available without interruption or will be free from error; and

5.7.2. the operability and quality of the Services, both in and out of the UK, may sometimes be affected by factors outside V2V's or Network Provider's control including without limitation coverage area, local physical obstructions, atmospheric conditions, features or functionality of the Services, network coverage and other interference with reception both natural and manmade;

5.7.3. the Services and the Equipment has not been developed to meet their individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Services and the Equipment meets their requirements;

5.7.4. the existence of any minor errors in the Services or the Equipment shall not constitute a breach of the Agreement;

5.7.5. V2V or the Network Provider may at any time and without liability modify, expand, improve, maintain or repair the Services and this may require suspension of the operation or provision of the Services.

5.8. Unless otherwise agreed in writing, the Customer will receive the manufacturer's standard warranty in relation to all Equipment. It is acknowledged and agreed that no warranties or representations are made by V2V in relation to such Equipment and V2V shall have no obligations to the Customer in relation thereto. V2V will endeavour to provide, in respect of any Equipment, the benefit of the warranty that the supplier of the Equipment has provided to V2V or any additional warranty expressly provided by V2V in writing. The Customer will only be able to rely on any warranty if it can show that it has used the Equipment in accordance with any documentation or reasonable instructions provided by V2V.

5.9. Notwithstanding Clause 7.12 the Customer acknowledges that, in respect of any international roaming services forming part of the Services:

5.9.1. such service will only be available in those countries where V2V or V2V's third party supplier has international roaming agreements from time to time; and

5.9.2. certain additional terms and conditions may be imposed by third party operators on V2V which may affect V2V's provision of the Services.

6. THE CUSTOMER'S OBLIGATIONS

6.1. The Customer may only use the Services:

6.1.1. as laid out in the Agreement; and

6.1.2. for their own use. The Customer may not resell or commercially exploit any of the Services without the prior written consent of the Company.

6.2. The Customer shall not utilise and shall ensure that no other person uses the Services:

6.2.1. for storing, reproducing, transmitting, communicating or receiving any material in breach of any law, regulation, code of practice or in breach of V2V's acceptable use policy; or

6.2.2. fraudulently or for any criminal, unlawful, immoral or illegal purpose or in a manner that is contrary to any regulatory or legal requirement; or

6.2.3. to make defamatory, offensive, obscene, indecent, menacing, abusive, nuisance or hoax calls; or

6.2.4. for accessing age restricted services (where the user is under 18); or

6.2.5. to cause annoyance, inconvenience or needless anxiety to any person; or

6.2.6. contrary to any codes of practice or instructions that V2V may give to the Customer from time to time; or

6.2.7. to copy, store, modify, publish or distribute services or content (including ringtones), except where V2V gives the Customer prior permission in writing; or

6.2.8. to download, send or upload content of an excessive size, quantity or frequency or knowingly send any viruses. V2V will contact the Customer if the Customer's use is excessive; or

6.2.9. in violation of any applicable local, national, or international law or regulation; or

6.2.10. in a manner which infringes the rights of any person, including intellectual property rights and rights of confidentiality.

The Customer recognises and accepts that the Services may be suspended without prior notification in the case of suspected fraud or misuse.

6.3. The Customer shall not:

6.3.1. establish, install or use a Gateway so that services are provided via a Gateway; or

6.3.2. participate in any activities or conduct which may result in Artificially Inflated Traffic.

6.4. V2V shall have the right to deny access to the Services by any handset or Equipment:

6.4.1. which adversely affects the operation of the System or provision of the Services; or

6.4.2. which will or may adversely affect the operation of the System or any other third party network or provision of the Services; or

6.4.3. if V2V suspects fraudulent, criminal or illegal activities are being carried out, or are likely to be carried out, via that handset or the Equipment, whether or not such handset or Equipment has been approved or tested by V2V.

6.5. The Customer shall co-operate with and comply with at all times:

6.5.1. any codes of practice, operating procedures and any other technical requirements of V2V as may be notified to the Customer from time to time;

6.5.2. V2V's reasonable instructions to ensure the proper use and security of the Services.

6.6. The Customer will provide V2V with all up to date and accurate information that V2V needs to provide the Services and allow V2V to use that information for credit checking and debt collection (including disclosure to and Data use by third parties acting for V2V) and any other uses and disclosures permitted under the DPA and will allow V2V to disclose such information to the extent that V2V is required to do so by OFCOM, the law or any relevant authority.

6.7. The Customer must report to V2V as soon as the Customer becomes aware of any loss, fraud, deception, or unauthorised or unlawful use relating to the Equipment, SIM or Services and/or the Agreement and until V2V has had a reasonable opportunity to disconnect the Services, the Customer will be responsible for all Charges incurred.

7. CHARGES AND PAYMENT

7.1. The Customer shall pay the Charges.

7.2. V2V shall send an invoice to the Customer for:

7.2.1. the Connection Charge when the Services are available to the Customer;

7.2.2. for the Monthly Access Charge and any SIM charge monthly in advance;

7.2.3. for the Call Charges after the end of the month in which the relevant calls were made; and

7.2.4. for Equipment at any time after V2V accepts an Order from the Customer for that Equipment.

7.3. The Customer shall pay the full amount invoiced by V2V by direct debit (or such other method of payment agreed in writing with V2V, within fourteen (14) days of the date of invoice. If the Customer's credit rating decreases at any time, V2V shall be entitled to revise the credit terms to require payment upon invoice or in less than fourteen (14) days.

7.4. The Customer shall pay the Charges in pounds sterling without set-off or deduction.

7.5. The Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Charges at the rate applicable from time to time.

7.6. Time for payment of the Charges shall be of the essence of the Agreement.

7.7. If the Customer fails to make payment in full by the due date, in addition to V2V's right to suspend the Services as set out in Clause 8.1, V2V may charge interest at the rate of 4% per annum above the base rate of Santander Bank on any amounts outstanding from the due date for payment until payment is made in full.

7.8. V2V reserves the right from time to time to vary the Charges. Such variations shall be published at www.voice2voice.co.uk or via email correspondence at least 28 days before such changes come into effect or, where the variation arises due to changes imposed by third party manufacturers, suppliers, OFCOM or other regulatory body, as much notice as is reasonably practicable.

7.9. Subject to Clause 7.11, the Customer may terminate the Agreement by providing 30 days' notice in writing if V2V increase the Charges pursuant to Clause 7.8 and that increase is to the material disadvantage of the Customer, provided that such notice is provided to V2V within 30 days of the date that the change is notified to the Customer.

For the avoidance of doubt, any increase to the Charges that would not have increased the Customer's immediately previous monthly total bill for that specific Service (if the increase(s) had applied for the whole of that month) by more than the RPI annual inflation rate at the date V2V notifies the Customer of the applicable increase in the Charges shall not constitute a material disadvantage to the Customer under this Clause 7.9.

7.10. If the Customer terminates the Agreement pursuant to Clause 7.9, the Customer will be required to pay the Charges incurred prior to the date of termination, but, in this event, shall not be liable to pay any Early Termination Fees.

7.11. The right to terminate a Service pursuant to Clause 7.9 shall not apply where the increases in the Charges:

7.11.1. has been agreed by the Customer; and/or

7.11.2. arise as a consequence of a change in prices made by third party manufacturers, suppliers (including Network Operators) or a regulatory body.

7.12. The Charges, unless expressly agreed otherwise, are based upon there being facility to make international calls or to make or receive calls whilst abroad. If these facilities are used, V2V may levy additional Charges (in accordance with its tariff or otherwise notified by V2V) and/or require payment of a deposit. In the event that the Customer uses the Services abroad, Call Charges will include incoming calls received whilst abroad.

7.13. The Customer shall pay all Monthly Access Charge and Call Charges whether the Customer or someone else uses the Services (including use following a theft of the Equipment). The Call Charges will be calculated using the details recorded or logged by V2V and not details recorded by the Customer.

7.14. The Monthly Access Charge shall continue to be payable during any period of suspension or restriction whether or not requested by the Customer in addition to any Charges for such suspension or restriction.

7.15. If the Network Provider exercises any right against V2V to withhold or claw-back payments made by the Network Provider to V2V, V2V shall be entitled to charge, claw-back or adjust payments, tariffs or discounts made or given by V2V to the Customer to the extent that they are based on payments from the Network Provider.

7.16. If any Line is not being used for commercial purposes, which includes chargeable calls or data transmission during the first ninety (90) days following the date of connection, then V2V shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that connection.

7.17. If the Customer receives a discount on V2V's standard tariff and/or line rental and the Agreement is terminated (other than validly by the Customer under Clause 7.9 or Clause 9.4) prior to expiry of the Minimum Period, then V2V shall be entitled (without prejudice to any other rights) to charge the Customer the difference between V2V's standard tariff and line rental and the discounted tariff or line rental for all calls made for the period prior to the date of termination.

7.18. V2V is not able to raise billing queries with the Network Provider unless made within three (3) months of the date of the Network Provider's invoice for call charges (the **Dispute Period**). Accordingly the Customer agrees that it shall not be entitled to raise any billing enquiries relating to Call Charges unless V2V receives notice in writing prior to three (3) months from the date of V2V's invoice.

7.19. If the Customer fails to achieve the Minimum Spend in any calendar month, it shall pay to V2V the difference between the actual value of the Call Charges (excluding VAT) and the Minimum Spend within fourteen (14) days of the date of V2V's invoice.

8. SUSPENSION AND VARIATION OF THE SERVICES

8.1. V2V reserves the right (at its option) to terminate the Agreement or suspend or vary the Services without notice and without incurring any liability to the Customer:

8.1.1. if V2V is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from the Government, OFCOM, Radio Communications Agency, an emergency services organisation or a competent administrative authority;

8.1.2. if V2V reasonably believe the Customer has provided false or misleading details about the Customer;

8.1.3. if V2V reasonably suspects or believes that the Customer is in breach of Clause 6.2 or Clause 7; or

8.1.4. if V2V needs to modify, expand, improve, maintain or repair the Services or vary Network capacity;

8.1.5. if V2V needs to vary the technical specification of the Services in order to comply with any relevant law or regulation or direction from a competent authority;

8.1.6. if V2V advises the Customer that the Customers excessive use of Services is causing problems for other users, and the Customer is continuing to use the Services excessively;

8.1.7. if V2V receives a serious complaint against the Customer which V2V believes to be genuine;

8.1.8. if V2V reasonably believes that the Customer has used the Services for illegal or improper purposes in contravention of V2V's acceptable use policy or requirements;

8.1.9. if the Customer fails to comply with its obligations under the Agreement including the obligation to pay the Charges; or

8.1.10. the Customer's credit rating decreases at any time, and the Customer fails to supply reasonable security in response to a request from V2V; or

8.1.11. V2V is advised by the Network Provider that it is necessary or desirable because of technical problems or work on the System or for reasons of safety; or

8.1.12. the Network Provider suspends its agreement with V2V.

8.2. V2V shall have the right, without notice, to suspend or deny access to the Network:

8.2.1. by any equipment which will or may adversely affect the operation of the Network or provision of the Services whether or not such equipment has been approved or tested by V2V; or

8.2.2. if V2V suspects fraudulent, criminal, immoral or illegal activities are being carried out, or are likely to be carried out, via that equipment,

8.2.3. whenever it in its absolute discretion it considers necessary or desirable in order to monitor or reduce the incidence of fraud.

8.3. V2V will use its reasonable endeavours to notify the Customer promptly of the details of any incident where V2V has relied on its rights under Clause 8.2.3.

8.4. The Customer will be responsible for all Charges incurred in respect of the Services even if such Charges were incurred through, or as a result of, fraudulent or unauthorised use of the Services (other than by V2V or its representatives). V2V is not obliged to detect unauthorised or fraudulent use of the Services.

8.5. The Customer shall reimburse V2V for all reasonable costs and expenses incurred as a result of the suspension and any recommencement or variation of the Services where suspension or variation is implemented as a result of any act or omission of the Customer, its employees, agents or subcontractors.

9. TERMINATION

9.1. The Customer may:

9.1.1. terminate the Agreement (without incurring any Early Termination Fee) after the Minimum Period has expired by giving a minimum of three (3) months prior written notice to V2V such notice to expire on or at any time after the end of the Minimum Period for any applicable Line. The Customer will continue to comply with the terms of the Agreement in relation to any subsisting Lines but will not be able to order any new Lines after such termination.

9.1.2. terminate the Agreement before the Minimum Period has expired by giving a minimum of 30 days prior written notice to V2V but will have to pay the Early Termination Fee to V2V unless the Customer has terminated the Agreement pursuant to Clause 7.9, Clause 9.4 or Clause 12.2.

9.2. V2V may terminate the Agreement for each Line by giving a minimum of four (4) weeks written notice, to be served on or at any time after the end of the Minimum Period for any applicable Line.

9.3. Termination of the Agreement pursuant to Clause 7.9, Clause 9.4 or Clause 12.2 will automatically terminate all Lines from the date of termination of the Agreement.

9.4. Either Party may immediately terminate the Agreement by written notice if the other party:

9.4.1. commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;

9.4.2. commits a material breach that is not capable of being remedied; or

9.4.3. commits an act of bankruptcy or goes into or is put into liquidation (other than solely for the purposes of a reconstruction or amalgamation) or if a receiver or administrator is appointed over all or part of the other Party's assets or the other Party suffers seizure of any of its property for non-payment of monies owing.

9.5. V2V may, without prejudice to any of its other rights under the Agreement, terminate the Agreement with immediate effect by notice in writing without liability to the Customer in the event that:

9.5.1. V2V is not, for whatever reason, permitted or authorised to provide the Services;

9.5.2. the Network Provider terminates its agreement with V2V;

9.5.3. V2V reasonably considers that the breach, act, omission or default of the Customer may result in V2V's failure to comply with any applicable legislation or may place V2V in breach of its agreement with the Network Provider;

9.5.4. use by the Customer of the Network or the Services is, or is likely to cause damage to, interrupt or otherwise prevent V2V from supplying the Services to other customers or complying with obligations owed to other customers;

9.5.5. the Customer fails to pay the Charges when due;

9.5.6. such action is required in order to comply with any legislation;

9.5.7. V2V has reasonable grounds to suspect that the Customer is involved in fraudulent or other unlawful activity.

9.6. If the Agreement is signed before V2V has completed its credit check of the Customer, V2V shall be permitted to terminate the Agreement immediately by written notice if the Customer fails to pass V2V's credit policy.

9.7. V2V shall be permitted to terminate the Agreement immediately by written notice at any time for the reasons set out in Clauses 8.1.1 and 8.1.3.

9.8. The rights to terminate the Agreement given by this Clause 9 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

9.9. On termination of the Agreement and of each Line:

9.9.1. V2V will disconnect the Customer from the System and the Customer must pay all Charges owed to V2V;

9.9.2. all numbers shall revert to V2V and the Customer shall return all SIMs that are not connected and permit the disconnection of all and any SIMs that are connected and shall indemnify V2V against all liability howsoever arising for such disconnection; and

9.9.3. the Customer shall refund (and V2V shall be entitled to set-off against any payments due to the Customer) the pro rata value of the Bonus for each day from the date of termination to the end of 12 months from the date the Bonus was made available.

9.9.4. the Customer shall immediately return to V2V any Equipment provided free of charge by V2V in good and complete condition, fair wear and tear excepted.

9.10. If the Customer wishes to change its supplier of mobile services after any of the relevant Minimum Periods has expired, V2V will arrange for the transfer of the telephone number to the new supplier provided that the Customer has given the appropriate period of notice to terminate the Line and paid a reasonable administration fee and all Charges due to V2V and agreed in writing to pay for any unbilled calls.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

10.1. This Clause 10 sets out V2V's entire liability (including any liability for acts or omissions of V2V's employees, agents or subcontractors) to the Customer in tort, contract or otherwise arising in connection with the performance, non-performance or contemplated performance of the Agreement.

10.2. Except as set out in these Terms, V2V provides no warranties, conditions or guarantees as to the description or quality of the Services, and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.

10.3. Subject to Clause 10.5, V2V's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall not exceed £1,000,000 (one million pounds sterling).

10.4. Subject to Clause 10.5, V2V shall not be liable to the Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise the Agreement, for:

10.4.1. any loss of profits; or

10.4.2. loss of revenue;

10.4.3. loss of income or business;

10.4.4. depletion or loss of goodwill, reputation or similar losses;

10.4.5. loss of anticipated savings;

10.4.6. loss of or corruption of data or information;

10.4.7. loss of use;

10.4.8. loss of contract; or

10.4.9. any indirect or consequential or special loss or damage or pure economic loss, costs, damages, charges or expenses whatsoever and howsoever caused

10.5. Nothing in these Terms shall exclude or limit the liability of V2V for:

10.5.1. death or personal injury resulting from the Company's negligence; or

10.5.2. for fraud or fraudulent misrepresentation; or

10.5.3. for any matter which it would be illegal for V2V to exclude or attempt to exclude its liability.

10.6. Subject to Clause 10.5, V2V shall not be liable for any direct or indirect loss or damage (whether physical, financial or otherwise) howsoever arising from the act or default of the Network Provider.

10.7. The provisions of this Clause 10 shall survive termination or expiry of the Agreement.

11. OWNERSHIP AND IPR

11.1. Ownership of the SIMs and the System shall remain with V2V or its licensors, as appropriate. The Customer may only use the SIM on a limited licence to enable access to the Services, in accordance with these Terms. V2V may recall the SIMs at any time for upgrades, modifications, misuse or on termination of the Agreement.

11.2. All IPR in the Equipment, relating to the Lines and the subject matter of the Agreement shall vest in V2V or its licensors, as appropriate. The Customer:

11.2.1. acknowledges that it shall have no licence, right, title or interest in or to any IPR of V2V or its licensors or V2V's Equipment, the SIMs or the System except as expressly set out in the Agreement;

11.2.2. may not include V2V's name or any other trade mark, brand name, logo or get-up associated with V2V without V2V's prior written consent.

11.3. This Clause shall survive termination or expiry of the Agreement.

12. CIRCUMSTANCES BEYOND REASONABLE CONTROL

12.1. Neither Party shall be liable for any delay in performing its obligations under the Agreement caused by circumstances beyond its reasonable control. These are circumstances such as, but not limited to, Acts of God, insurrection or civil disorder or military operations, national or local emergency, acts or omissions of government or other competent authority or regulatory authority, fire, flood, lightning or other weather of exceptional severity, subsidence, explosion or industrial disputes. This Clause does not apply to the Customer's obligation to pay the Charges.

12.2. If either Party is affected by circumstances beyond its reasonable control, it shall notify the other Party and shall use reasonable endeavours to overcome the effects. If those effects continue for more than three (3) months, the Parties shall enter into a discussion to agree, in good faith, the best way forward.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1. The Customer agrees to keep all Confidential Information confidential, to disclose it only to its employees that need to know it and to use it exclusively for the purposes contemplated by the Agreement. This Clause shall not apply to information that the Customer can prove:

13.1.1. is in the public domain otherwise than by the Customer's breach;

13.1.2. it already had in its possession prior to obtaining the information directly or indirectly from V2V; or

13.1.3. a third party subsequently disclosed to the Customer free of restrictions on disclosure and use. This Clause shall survive for three (3) years from when the Customer acquired that Confidential Information from V2V.

13.2. V2V and the Customer shall each comply with their respective obligations under the DPA and maintain all relevant registrations and notifications.

13.3. V2V may collect and process the following data about the Customer:

13.3.1. information which V2V collects or which the Customer submits to V2V during any sales or registration process;

13.3.2. information the Customer provides when filling in forms or by corresponding with V2V by phone, e-mail or otherwise. This includes information the Customer provides when it requests the Services. The information the Customer gives to V2V may include names, addresses, e-mail addresses and phone numbers of users of the Services and of the Customer and financial and credit card information.

13.4. The Customer agrees that V2V may contact BT or previous communications service providers of the Customer to obtain information required to perform the Services.

13.5. The Customer agrees that V2V may use information held about the Customer and users of the Services in the following ways:

13.5.1. to open and manage an account for the Services, to deliver products and services ordered by the Customer, for security and emergency service support, for credit checking and fraud prevention, and for product analysis;

13.5.2. to carry out V2V's obligations arising from any contracts entered into between the Customer and V2V and to provide the Customer with the information, products and services that it requests from V2V;

13.5.3. to notify the Customer about changes to the Services.

13.6. The Customer agrees that V2V may share information and data provided by the Customer including any Personal Data of users of the Services to:

13.6.1. V2V's Network Operator to enable it to process the Customer's information and users Personal Data, which V2V collects or which the Customer submits to V2V during any sales or registration process;

13.6.2. any member of V2V's group, which means V2V's subsidiaries, ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

13.7. The Customer agrees that V2V may disclose information and data provided by the Customer including any users Personal Data to third parties:

13.7.1. in the event that V2V sells or buys any business or assets, in which case V2V may disclose such information and Personal Data to the prospective seller or buyer of such business or assets;

13.7.2. if V2V or substantially all of its assets are acquired by a third party, in which case information and Personal Data held by V2V about its customers will be one of the transferred assets; and

13.7.3. if V2V is under a duty to disclose or share the Customer's information and Personal Data in order to comply with any legal obligation, or in order to enforce or apply these Terms and other agreements; or to protect the rights, property, or safety of V2V, its customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

13.8. The Customer shall ensure that the relevant individuals and users of the Services have been informed of, and have given their consent to, such use, processing, and transfer of their Personal Data, as required by the DPA and as set out in this Clause 13.

14. NOTICES

14.1. Notices must be in writing. The address for service on V2V (subject to any change notified by V2V) is: Voice 2 Voice Ltd, Suite 9, Lajhpur Court, Staffordshire Technology Park, Stafford, Staffordshire ST18 0FX. The address for service on the Customer is as set out in the most recent invoice.

14.2. Notices may be delivered by hand, sent by first-class mail, fax or e-mail. Correctly addressed notices if delivered by hand, shall be deemed to have been delivered at the time of delivery, if sent by first-class mail

shall be deemed to have been delivered 72 hours after posting, correctly directed faxes shall be deemed to have been received instantaneously on transmission and in proving the service of any notice by e-mail, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.

15. ENTIRE AGREEMENT

15.1. It is acknowledged and agreed that the Agreement (including the documents and instruments referred to herein) (the **Documents**) shall supersede all prior representations arrangements understandings and agreements between the parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the parties hereto;

15.2. The parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Documents or for any breach of any representation not contained in the Documents (unless such misrepresentation or representation was made fraudulently);

15.3. It is further acknowledged and agreed that no representations arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other parties have been relied upon other than those expressly set out or referred to in the Documents.

16. GENERAL

16.1. Assignment and other dealings.

16.1.1. V2V may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any Authorised Party, third party or agent.

16.1.2. The Customer shall not, without the prior written consent of V2V, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

16.2. **Severance.** Each of the Clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.

16.3. **Waiver.** Any failure by V2V to exercise or enforce its right under the Agreement shall not be a waiver of that right, nor prevent V2V from exercising or enforcing such right at a later time.

16.4. **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.5. **Third parties.** A person who is not a party to the Agreement shall not have any rights to enforce its terms.

16.6. Variation.

16.6.1. V2V shall be entitled to reasonably amend the Agreement at any time upon notice to the Customer if there is any amendment to the agreement between V2V and the network provider which directly or indirectly impacts upon the Agreement.

16.6.2. Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by V2V.

16.7. **Governing law.** The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

16.8. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).