

1. Pre-contractual notices

- 1.1 This agreement is an on-line agreement. You are therefore not required to sign and return it in order to be bound by its content. You are not obliged to accept this agreement. However, your attention is brought to Clause 5 below, which clearly defines the conditions under which this agreement between you and us shall commence and the duration of its term. If you have any queries relating to this agreement, then please contact us. Our contact details can be found on the web page www.ipintegration.com/contact.htm.
- 1.2 From time to time we will update these terms and conditions. Each time we update them we will publish the updated version on our website page www.ipintegration.com/terms_and_conditions.htm and, in order that you can refer to them, we will retain a copy of the pre-updated terms and conditions, on our website page www.ipintegration.com/terms_and_conditions_old.htm.
- 1.3 We will inform you whenever changes occur via our monthly invoice to you, and if you do not write to us within Fourteen days of our notification, clearly stating which changes you do not accept. It will be assumed that you have seen our notification to you of the change(s) in our terms and conditions, read the latest version of them and, found them to be acceptable.

2. Definitions

- 2 In these conditions (unless the context otherwise requires) the "Act" means the Telecommunications Act 1984 and any amendments, modifications re-enactment or replacements of the Act that may be made from time to time. "We", "us" and "our" means IP Integration Ltd. and its successors in title and assigns from time to time. The "Contract" means the contract between you and us for the provision of Services. The "Hire Agreement" means the hire agreement for the hardware (if any) made between the Customer and the Company of even date herewith. "You" and "your" means the person or firm with whom the Contract is made. The "Services" means the telecommunications services to be supplied by us pursuant to the contract.

3. General

- 3.1 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by you to us and the provision of these conditions shall prevail unless expressly varied in writing and signed by a Director on our behalf. Where we specifically agree terms with you in writing those terms shall prevail over any conflicting terms in these conditions.
- 3.2 Any concession made or latitude allowed by us to you shall not affect our rights under the Contract.
- 3.3 In the event that a service(s) we have provided to you that were subject to a Contract is/are upgraded/enhanced or modified in any manner whatsoever, as a result of your request, then the terms and conditions of this contract shall supercede the terms and conditions of the previous contract that you agreed to enter into.
- 3.4 IP Integration Ltd reserves the right to:
- 3.4.1 modify, enhance, replace or make additions to any of the Services in any way whatsoever as IPI may in its discretion determine provided that IPI shall use reasonable endeavours to notify the Customer of such changes, other than in the case of emergency changes (whether temporary or permanent);
- 3.4.2 charge additional fees for the modified, replaced, enhanced or added Services

4. The Services

- 4.1 We undertake to provide you with the Services in accordance with these conditions.
- 4.2 If appropriate, you authorise us, our agents, employees or other authorised personnel to reprogram and/or install access equipment, in order to provide the Services.
- 4.3 All times, dates and periods given for performance of the Services are in good faith, but without responsibility on our part.
- 4.4 You acknowledge that in order to avoid delays occurring in the ordering process we will need to be notified by British Telecommunications Group Plc., (hereinafter referred to as "BT") and/or any other of your existing incumbent(s) of any products or Services presently in use on your line(s) which are both compatible and incompatible with the Services BT and/or any other of your existing incumbent(s) provide to us. BT and/or any other of your existing incumbent(s) are under a strict duty not to disclose information about one of their customer's telecommunication services to a third party unless their customer has consented to such disclosure. Upon entering into this Contract you give consent to BT and/or any other of your existing incumbent(s) to disclose such information to us.

5. Length of the Contract

- 5.1 The Contract shall come into force on and with effect from the date of acceptance by us of your order and (unless otherwise agreed by us in writing) shall continue for a period of twelve calendar months from the date of our first sales invoice to you for the Services ordered or the period stated within the schedule of services whichever is greater. Unless indicated by either party, in writing, either during the term of the contract or within fourteen days from the expiration date of the Contract, that the Contract is not to be renewed on its anniversary date, the Contract shall automatically renew for the same period of time ,

to the period of time that it was entered into in the first instance. This renewal process will recur on each anniversary date of the Contract.

- 5.2 When (at any time after you have entered into agreeing with our terms and conditions for the first time) you order additional services from us, upon the date that each of these new services are provided, each of them will invoke a 'new instance of our most recent terms and conditions at that date', being agreed by you.

6. Your use of the Services

- 6.1 It is agreed by you that at any time we can change our preferred method of routing your telecommunications over the Services we have provided.
- 6.2 It is expressly agreed by you to not route any telecommunications material over the Services we have provided with any third party provider without our prior consent to you in writing.
- 6.3 You shall ensure that your telecommunications apparatus shall at all times conform to the relevant standard(s) (if any) under the Act and we shall not be under any obligation to connect or keep connected any of your apparatus if it does not conform or if in our reasonable opinion it is liable to cause death, personal injury or to impair the quality of any Services provided by us or to put us in breach of our obligations to any third party. You shall also comply with all relevant statutes, regulations or other regulations in force from time to time.
- 6.4 You undertake to use the Services in accordance with the Act, and any license granted there under.
- 6.5 You further undertake not to use the Services; as a means of communications for a purpose other than that for which the Services are provided; for the transmittance of any material which is defamatory, offensive or of an abusive or obscene or menacing character or is of a nature which when transmitted would constitute a criminal offence or which infringes the rights of any third party including but not limited to contractual rights and intellectual property rights; for any purpose which we may notify to you from time to time by reason of any relevant legislation which comes into force.
- 6.6 You shall indemnify us from all losses, fines, damages, claims, costs and expenses suffered or incurred by us arising from or in connection or in breach of any provision of the Contract.

7. Our Access to your Premises

You shall permit or procure permission for us, our agents, employees and other persons authorised by us to have access to your premises in order that we can have access to any equipment that we have provided.

8. Suspension of Service

- 8.1 In the event that you fail to pay for our Services within 30 days of the due date, we may at our sole discretion upon giving you written notice elect to suspend forthwith our Services until such time as all due payments have been received by us.
- 8.2 In the event of suspension due to clause 8.1 you agree to pay, in advance of our Services being re-instated to you a "Pro Forma" invoice we shall issue to you for a value, equal to no more than three months average monthly billing for the Services; and an additional £20.00 re-connection administration charge. The amount you pay to us in respect of the "Pro Forma" invoice, less the re-connection administration charge will be held on account by us as a security bond, until such time as our telecommunication Services to you are de-provisioned and a final account has been reconciled by us.

9. Our Liability

- 9.1 In these Conditions we do not exclude or restrict our liability for death or personal injury resulting from our negligence of our employees while acting in the course of their employment insofar as the same is prohibited by the United Kingdom statute.
- 9.2 Nothing in these Conditions shall impose any liability upon us in respect of any non-performance of Services which are not performed in accordance with the Contract arising out of your own acts, omissions, negligence or default.

10. Charges and Payment

- 10.1 You agree to pay for our Services by Direct Debit, within fourteen days of our invoice to be rendered once in each calendar month during the continuance of the contract.
- 10.2 If payment is not made by Direct Debit, we will levy a monthly administration charge of £25.00 or 2% of the value of your invoice (whichever is the greater) against your account.
- 10.3 In the event that our monthly invoice to you is not paid prior to our next month's invoice to you, we shall change your call tariff rate to bill all your calls at BT's Standard "non-discounted" Retail tariff.
- 10.4 We are entitled (both before and after any judgment) to charge daily interest on amounts outstanding fourteen days after the due date of our invoice until payment is received, at a rate equal to two per cent above the base lending rate as is current at that time. Interest shall continue to accrue until payment is received in full.
- 10.5 In the event that a payment you make to us is either returned or rejected by your bankers, or forwarded by your bankers to a 3rd party banker for payment, we shall be entitled to levy a £50.00 administration charge against your account with us.
- 10.6 In the event you request your monthly invoice is posted to you in an envelope via the mail postal system, we shall be entitled to levy a £5.00 monthly administration charge against your account with us.
- 10.7 We shall be entitled to increase our charges at any time and shall give to you thirty days' notice of any such increases, such increases shall take effect after the expiry of such notice.

- 10.8 IPI will consider billing queries from the Customer only if:
- 10.8.1 The Customer has first paid the applicable charges in accordance with the provisions of this Clause 10; and
 - 10.8.2 Such queries are made within three (3) months of the date of the applicable invoice from IPI save in the case of queries relating to Fraud where the query must be received by IPI within forty five (45) days from the end of the month in which the Fraud is notified by IPI to the Customer or is otherwise detected by the Customer.

11. Termination of the Contract

- 11.1 Notwithstanding any other provision of these conditions, either party (without prejudice to its other rights) may terminate this Contract with immediate effect by giving notice in writing to the other, in the event that; the other is in breach of any provision of the Contract and where such breach is remediable fails to remedy that breach within twenty eight days of a written notice from the non-defaulting part specifying the breach; or the other is subject to bankruptcy or insolvency proceedings, or is making any composition or arrangement with creditors or assignment for their benefit.
- 11.2 It is agreed by you that until such time that we provide you with a "unique release code", you will not be permitted to move the billing in respect of the access/rental charges and/or the call charges pertaining to any circuits or any telephone numbers that constitute a part of this contract, to the account of another company.
- 11.3 Upon notification by you to us that you wish to terminate the Contract, you agree to pay a "Pro Forma" invoice we shall issue to you for a value equal to no more than one month's average monthly billing for the Rental Services. The amount you pay to us in respect of the "Pro Forma" invoice will be held on account by us until such time as your telecommunications activities are de-provisioned from the Services. A final account will be reconciled by us and any funds due to you will be refunded within thirty days from the date we calculate your final account.
- 11.4 Prior to us agreeing to termination of the Contract, you agree to settle your account with us in full and either return any hardware that has been installed and not been paid for in full or pay for the cost of that hardware.
- 11.5 It is agreed by you that you will underwrite any third party costs incurred in de-provisioning our Services to you.
- 11.6 In the event that you terminate the Contract before its assigned date of expiration, you will be liable to us for loss of profits we would have received during the Contract period. Our loss of profits shall be based on the previous three months average monthly billing for the Services by us to you.

12. Force Majeure Event

Neither party shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation an act of God, inclement, weather, failure or shortage of power supplies, flood, drought, lightning or fire strike, lock out, trade dispute or labour disturbances, any act or omission of Government, highways authorities, other public telecommunication operations or other competent authority.

13. Limitation of Liability

- 13.1 Our aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused, shall be limited to and in no circumstances shall exceed a sum equal to one month's billing for the Services by us to you based on the average billing for the Services by us to you over the previous three months.
- 13.2 Neither party shall be liable for any costs, claims, damages or expenses arising out of negligence or out of breach of contract or statutory duty calculated by the others loss of profits or income production or by reference to the accrual or any such costs, claims, damages or expenses on a time basis.
- 13.3 Neither party shall be liable for any costs, claims, damages or expenses arising out of negligence or out of breach of contract or statutory duty calculated by reference to any loss, anticipated savings or profits whatsoever, as a result of the corruption or destruction of data.

14. Confidentiality

Neither party shall, whilst the Contract is in force or for a period of 1 year thereafter, shall disclose any of the other's confidential information nor any details of the other's commercial or technical activities or policies except insofar as is strictly necessary for fulfilling its obligations hereunder and except for a disclosure required by statute or law and save for information which is or subsequently enters the public domain.

15. Assignment sub-contracting

Both parties may assign or sub-contract the Contract either in part or in whole, without the others prior written consent.

16. Internet Protocol Addresses

IPI provides IP addresses for our end users which are non-transferable and in the event this agreement is terminated so will the licence to use these IP addresses.

17. General

- 17.1 The Contract represents the entire understanding between you in relation to the subject matter hereof and supersedes all other agreements and representations made either by you or us, whether oral or written and the Services may only be modified if such modifications are in writing and signed by a duly authorised representative of each of you and us.
- 16.2 The Contract shall be governed by and constructed and interpreted in accordance with English laws and the parties hereby submit to the non-exclusive jurisdiction of the English Courts of Law.

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