

This agreement covers terms and conditions relating to the connection of non-geographic and geographic telephone numbers whether subject to a connection charge or not by Nexus Telecommunications Ltd (Nexus). We may vary these terms and conditions if we need to maintain or improve their quality or To comply with any law or regulation.

I. DEFINITIONS

I.1 In these Conditions the following terms shall have the following meanings:-

“Contract” means application of the agreed terms between the parties

“Customer” means any entity, be it a member of the general public, a person(s), Limited or Public Company or any other body which enters into an Agreement with Nexus for provision / supply of services

“NTS” means Number Translation Service

“OFCOM” means Office of Communications, regulator for the UK Communications Industries formerly known as OFTEL. Full details about their role can be found at www.ofcom.org.uk.

“Parties” means Nexus and any other entity that is subject to this Contract Service(s) – Provision of telephone numbers, connection to telecommunications networks and any other telecommunication services Nexus may provide pursuant to an individual Contract

“We” means Nexus

“You” means the Customer

2. GENERAL

2.1 By ordering Services from Nexus, the Customer agrees to accept and adhere to the terms and conditions as set out in this Agreement and to the wider terms and conditions available at www.nexusuk.com

2.2 Where more than one person constitutes the Customer, liability shall be joint and several

2.3 An entity or a person who is not a party to this Contract has no right under the Contract to enforce any term of this agreement (Right of Third Parties Act 1999), bar the rights and remedies available to a third party outside the scope of the said Act

2.4 Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts

2.5 Should any part of this agreement be deemed unenforceable by English Courts or another relevant and competent authority, the enforceability of its remainder shall remain unaffected

3. PROVISION OF SERVICES

3.1 Nexus provides Services to the Customer in accordance with these terms

and conditions once a Customer has placed an order and Nexus has accepted it

- 3.2** Provision of different telephone numbers by Nexus to the same Customer may be treated as a separate agreement on the same terms and conditions, which shall continue to apply to any new and remaining services, unless Nexus advises the Customer to the contrary.

4. CUSTOMER'S ACKNOWLEDGEMENT

- 4.1** Ultimate ownership of: 01, 02, 03, 070, 0800, 0844, 0845, 0870, 0871 and all other numbers from any range rests with OFCOM, not Nexus and not the Customer as end user and shall remain as such at all material times
- 4.2** For numbers provided without minimum contract durations, porting applications will be subject to an administration charge of £49.95 per number

5. CUSTOMER'S OBLIGATIONS

- 5.1** You may not transfer obligations under this agreement nor can you assign its rights or benefits in part or in whole unless Nexus is required to permit so, pursuant to relevant laws and regulations
- 5.2** If you want to transfer your services and number(s) to someone else, you must, as well as any general requirements in this contract:
- a)** Use our current transfer process; and
 - b)** Make sure that the person taking over the services and number accepts Terms and Conditions of this agreement in full.
- 5.3** You must not use the Service, nor allow others to use it in such manner that may cause damage to the property, harm or injury to any person(s) whether employees, representatives or agents of Nexus
- 5.4** You must not use the Services in any manner which may jeopardise its operation and quality, nor cause damage to any part of telecommunications equipment which facilitate the delivery of the Services
- 5.5** You must ensure that the Services or any telephone number are not used for any of the following:
- (i)** Improper
 - (ii)** Immoral
 - (iii)** Unlawful purposes
- 5.6** If you decide to move the NTS number provided by nexus to an alternative provider you may do so following the regulated process. An administration charges of £87.50 will be applied to each individual number ported. Please contact your account manager or a member of the

customer service team if you require any additional information

6. In the event the Customer/ Partner does not have a specific bespoke agreement the following conditions will apply:

- 6.1** Porting Manuals means the Geographic Number Portability and the Non-Geographic Number Portability End to End Process Manuals that are subject to the Industry Agreements. Any porting requests will be received and processed by Nexus in accordance with the Porting Manuals or other defined processes agreed in nexus interconnect porting arrangements.
- 6.2** The Customer accepts and agrees that the Customer shall be bound by and shall comply with the Non-Provider Numbering Condition pursuant to Sections 48(1) and 59 of the Communications Act 2003. The Customer shall ensure that any Users shall comply with the Non-Provider Numbering Condition. The Customer and/or the User (as applicable), shall be the 'Service Provider' for the purposes of the Non-Provider Numbering Condition.
- 6.3** The Customer accepts that pursuant to the Non-Provider Numbering Condition, the Customer is and shall ensure that the User, as applicable, understands that it is obliged to publish pricing information regarding the Non-Provider Service Charges for Unbundled Tariff Numbers on any promotional material in which such Unbundled Tariff Numbers are used
- 6.4** Where the Customer and/or the User, as applicable, is obliged to publish pricing information regarding the Non-Provider Service Charges for Unbundled Tariff Numbers, pursuant to the Non-Provider Numbering Condition.
- 6.5** The Customer shall, and shall procure that any Users shall, use the Service only in accordance with such reasonable instructions as may be notified by Nexus in writing from time to time and in accordance with the relevant provisions of the Acts, any binding directions or guidance issued by OFCOM or PhonepayPlus and any other relevant Legislation. In particular the Customer shall ensure that it includes similar restrictions and requirements in all of its customer agreements and takes reasonable steps to ensure that Users comply with the same.
- 6.6** The Customer will not use and shall procure that any User or any other third party does not use the Services in any way in connection with, any message or communication which is offensive, abusive, indecent, obscene or menacing or which does, or is intended to, cause annoyance, inconvenience or worry or which is illegal, fraudulent, defamatory, an act of treason or intended to be a hoax call to any emergency services or which (in Nexus's reasonable opinion) brings the name of Nexus into disrepute or in any way which intentionally causes damage or disruption to the Services or the network. In particular the Customer shall ensure that it includes similar restrictions and requirements in all of its customer agreements and shall ensure that Users comply with the same.
- 6.7** The Customer acknowledges that Nexus may bar access to certain Service Numbers if the Customer is in breach of any of its obligations in relation to the use of such Service Numbers or where it is required to do so by OFCOM or PhonepayPlus pursuant to applicable Legislation.
- 6.8** The Customer shall be responsible for obtaining all consents, licences and permissions

necessary from third parties for the Customer to use and/or resell the Services in order to provide services to its Users.

6.9 The Customer agrees and represents and undertakes to Nexus to comply with all reasonable instructions communicated by Nexus to the Customer for the safe and proper use of the Services.

6.10 The Customer accepts that pursuant to the Non-Provider Numbering Condition, the Customer is and shall ensure that the User, as applicable, understands that it is obliged to publish pricing information regarding the Non-Provider Service Charges for Unbundled Tariff Numbers on any promotional material in which such Unbundled Tariff Numbers are used. In the event that the Customer and/or the User, as applicable, fails to comply with its obligation to publish pricing information regarding the Non-Provider Service Charges for Unbundled Tariff Numbers pursuant to the Non-Provider Numbering Condition, the Customer accepts, and shall ensure that the User agrees, that Nexus shall be entitled (at Nexus's sole discretion) to suspend the Services (with respect to the relevant Service Numbers only), immediately on written notice. If the User, as applicable, fails to rectify the breach of the obligation to publish pricing information regarding the Non-Provider Service Charges for Unbundled Tariff Numbers pursuant to the Non-Provider Numbering Condition, within such reasonable time as Nexus (acting reasonably) may agree with the Customer and/or the User, as applicable, **nexus** shall be entitled to terminate the Services (with respect to the relevant Service Numbers only) immediately on written notice.