

## SERVICE SPECIFIC TERMS AND CONDITIONS FOR INBOUND SERVICES

### 1. DEFINITIONS

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

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

**'Agreement'** means the Service Provider's Standard terms and Conditions, together with these Service Specific terms and conditions set out in this document including all Schedules and documents expressly referred to herein;

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

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

**'CDR's'** – Call Data Records;

**'CLI'** means Calling Line Identifier;

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

**'NTS'** means Number Translation Services;

**'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;

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

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

**'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.

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

**'Services'** means those Telecommunications Services to be provided by the Service Provider as detailed in this Agreement and relevant Order Form and any applicable service documentation;

**'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.

### 2. AGREEMENT

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

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

2.3 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

2.4 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.

3.2 Peak, Off Peak and Weekend times are as defined in Clause 4.3.

3.3 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.

3.4 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.

3.5 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.

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

- when directed by Phone-paid Services Authority;
- where any Network Operator withholds or reclaims any corresponding sums from the Service Provider as a result of Your acts or omissions; or
- 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.

3.7 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 Code 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 Service Specific Terms and Conditions against You as if it were a party to these Service Specific 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 Where any number remains unused or receives less than 4 hours of calls per month after a period of three consecutive months from initial connection, the Service Provider reserves the right to apply an administration charge of £5 per number for each inactive month.

4.2 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.

4.3 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.

4.4 Bank Holidays are treated as a normal day.

4.5 Where a call overlaps between periods, the whole call will be charged at the rate that applied when the call was initiated.

4.6 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.

4.7 The Service Provider may change Call Charges on Notice to You where: (a) the Service Provider Charges are amended; and/or (b) there is a change in regulation.

### 5. UNUSED PRODUCT

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 You; 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 & TERMINATION OF SERVICES

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.

6.2 On termination of the Agreement by reason of Your default You shall be liable to pay the Service Provider all Charges and all Out Payments 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.

### 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. CALL RECORDING

8.1 In order to provide any Call Recording Product, each call to be recorded must be routed over the Telecommunications Network.

8.2 The Parties agree that Recordings and any data contained within the Recordings is Your responsibility and property.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 The Service Provider reserves the right to access and retain the Recordings or copies of them for the purposes of:

- a) observing the performance of any Call Recording Product;
- b) retaining a record of activity on the Telecommunications Network; or
- c) performing maintenance or resolving any Incidents.

#### 9. PRODUCT RESTRICTIONS

9.1 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).

9.2 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 agree that this is for illustrative purposes only giving the ever changing nature of third party services.

9.3. 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. EMERGENCY CALLS DATABASE

10.1 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).

10.2 Without restricting Your obligations in this Clause 10, 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.

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

#### SIGNATURES

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