

STANDARD TERMS AND CONDITIONS FOR INTERNATIONAL INBOUND SERVICES

DEFINITIONS

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

Act means the Communications Act 2003;

Activate means to arrange for the supply to a Service Number and "Activated" and "Activation" have corresponding meanings;

Activated Service Number means a telephone, facsimile or other service number that has been Activated.

Agreement means in relation to an International Inbound Service these International 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);

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.

Carrier means the network operator which the Service Provider uses to route Your call traffic;

CDR's means Call Data Records.

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

CLI means Calling Line Identifier;

Deactivate means to terminate the supply of the Service to an Activated Service Number and "Deactivated" and "Deactivation" have corresponding meanings;

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;

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;

International Number(s) means an International Non-Geographic Number which includes number types also referred to as international toll free numbers, universal freephone numbers, international PSTN Numbers and international Revenue Share numbers;

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;

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;

Party means each of the Service Provider and You;

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 25th Floor, 40 Bank Street, E14 5NR;

Porting means the industry process whereby International Numbers are transferred from one network operator to another network operator;

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

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

Regulatory Code of Practice means a set of regulated written rules which explains how people working in the industry should behave and work and of which must be adhered to;

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 the Order Form;

Revenue Share Service means those Services by which You receive a Revenue Share from the Service Provider.

Service(s) means the service(s) defined 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 Limited (company number 03228824);

Service Provider Website means www.elitetele.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;

Service 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 site at which any Equipment and/or Purchased Equipment shall be located or to which the Service shall 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 Act means the Telecommunications Act 1984;

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;

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.

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.

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

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

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.

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

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.

In the event of any conflict, ambiguity or inconsistency between these International 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 International Inbound Service Standard Terms and Conditions;

1.7.2 the Order Form;

1.7.3 any other document referred to or attached.

2. AGREEMENT

To order Services and/or Equipment You must complete, Sign and submit the relevant Order Form.

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

You agree that the Service Provider will be Your exclusive provider of International Number services.

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

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

You agree to authorise the Carrier to provide the Service Provider with the full CLI of every caller to Your International Number(s),

except where the caller withholds their number.

The Service Provider shall provide the Services with the standard of care expected of a competent telecommunications operator.

Nothing in this Agreement gives You ownership of any International Number, CLI or dialling code provided by the Service Provider as part of any Service. You may not resell or transfer the number without obtaining the written consent of the Service Provider. You shall have no trade name right in any International Number provided by the Service Provider, nor any trade name right that may develop in any International Number allocated to it.

3. CHARGES & PAYMENT

- 3.1. You shall pay the Service Provider the Charges in respect of each item of the Service.
- 3.2. The payment terms for the Services are described below and further detailed in the Order Form for Services:
 - 3.2.1. **Set-up and Connection Charge**
Set-up Charges may apply to Services as specified in the Order Form.
 - 3.2.2. **Rental Charges**
Any applicable rental charges are payable monthly in advance.
 - 3.2.3. **Call Charges**
Call Charges are payable monthly in arrears in accordance with the Service Provider's CDR's.
 - 3.2.4. **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.
- 3.3. You may be supplied with the Service Provider's managed Service package as detailed in the Order Form at a monthly charge as detailed on the Order Form. Where International Number(s) are not subject to a Revenue Share and are chargeable, the call traffic will be charged at

- the pence per minute rate as detailed on the Order Form
- 3.4. The Service Provider may invoice, at any time, any Services omitted from a previous invoice.
 - 3.5. 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.
 - 3.6. Payment is due within 14 days of the date of the invoice, other than as permitted in Clause 3.8, 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.
 - 3.7. 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.
 - 3.8. 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 £5.00 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.
 - 3.9. On all telephone numbers ported or migrated away from the Service Provider, You will be charged a transfer fee of £25 per number transferred.
 - 3.10. 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.
 - 3.11. 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.
 - 3.12. 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.

- 3.13. You will be liable for all Charges for the Services from the date of the Service Commencement Date. Any fraud or other improper use of the Service(s) committed by any third party shall not relieve You of Your payment obligations to the Service Provider under this agreement.
- 3.14. Other than as set out in Clause 3.4 the Service Provider may vary the Call Charges by giving You 7 days' written notice. Without limitation such notice may be contained in billing information provided to You by the Service Provider.
- 3.15. The cost of making a call by an end user to an International Number is determined by the end users telecommunications system operators and not the Service Provider and will be subject to changes in cost and rate at any time and without notice.
- 3.16. The Service Provider shall be entitled to charge You for the full amount of any payphone access levy charge or any mobile access levy charge which is imposed on the Service Provider by any Network Operator in respect of calls made to International Numbers which are provided under this Agreement.
- 3.17. You acknowledge that in the event of an error or omission in an invoice for any period, the Service Provider may issue a corrective invoice at a later date.
- 3.18. Charges are expressed in the currency specified on the Order Form ("Sell Currency") and must be paid in the Sell Currency. Charges, where expressed in the Sell Currency, are based on the specified exchange rate tracked by <https://www.travelex.co.uk/currency/currency-converter>. The Service Provider has the right to increase the Charges for all Services paid in the Sell Currency should fluctuations in the exchange rate result in extra cost to the Service Provider in the event of a less favourable rate.

4. UNUSED SERVICES

- 4.1 Without prejudice to any other right or remedy available to the Service Provider if any number allocated to You remains unused or receives less than 4 hours of calls per month after a period of three consecutive

calendar months the Service Provider may apply an administration charge of £5 per number for each inactive month.

5. ALLOCATION AND PROVISION OF SERVICES

5.1. You acknowledge that:

- a) The Service provided by the Service Provider was not designed for Your individual requirements, and it is up to You to decide if the Service provided by the Service Provider is of satisfactory quality and fit for the purpose for which it is used. The Service Provider gives no warranty or guarantee that the service is satisfactory or suitable for Your purposes.
- b) The Service Provider is reliant on a third party for delivery of inbound calls, and therefore the Service Provider can have no liability of whatever nature for any delay in provision of the same or for concerning the use of the service by You, moreover the Service Provider makes no warranty that the Service shall be continuous, or will be free from faults.

5.2. 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.

5.3. You are not entitled to sell or agree to transfer to a third party any telephone number 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.

5.4. 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. 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 10.1 and 10.3, the Service Provider shall not be liable for any costs, inconvenience or other losses incurred by You as a result of any change or withdrawal as described in this clause.

5.5. 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.

5.6. You shall co-operate with the Service Provider in all matters relating to the Services and provide to the Service Provider in a timely manner such documents and other information as the Service Provider may reasonably require and ensure that it is accurate in all material aspects.

5.7. The Service Provider shall endeavour to process all orders for Service Number Activations. The Service Provider may refuse to accept an order prior to Activation if it is technically not possible for the Service Provider to You, for example because Your line is located on part of another operator's network which is unable to provide access to the Service.

5.8. The Services are made available on the basis that:

- a. They are not used in any way that is in contravention of any license, code of practice, instructions or guidelines issued by regulatory authorities either in the UK or in the country of which the International Number relates to or is advertised in.
- b. You shall ensure that the International Number(s) are not routed to mobile numbers, personal numbers (070 numbers), premium rate numbers or other non-geographic numbers. If You

procure that any call is routed in such a manner then, without prejudice to any other rights and remedies the Service Provider may have, the Service Provider shall be entitled to charge You a penalty fee per minute for each call.

c. You warrant that it will comply with all Regulatory Codes of Practice in force at any time in the UK and in the country of which the International Number relates to or is advertised in. You shall indemnify the Service Provider for all and any costs and damages incurred by the Service Provider in connection with any claim arising out of any breach of the Regulatory Codes of Practice by You.

d. The Service Provider reserves the right, where a regulatory authority notifies the Service Provider of a breach by You of a Regulatory Code of Practice to withhold all payments due to You until You have paid all payments due under the Regulatory Code of Practice, including without limitation, fines and administration charges. If the Service Provider pays such withheld payments to the regulatory authority at the demand of that regulatory authority, The Service Provider shall thereafter have no liability to pay such withheld sums to You.

5.9. You acknowledge and understand that there are restrictions that apply to numbers delivered as detailed in Schedule 1 of these International Inbound Service Standard Terms and Conditions.

6. ACTIVATIONS AND DEACTIVATIONS

6.1. The Service Provider may whenever it in its reasonable discretion considers necessary or desirable (i) in order to monitor or reduce the incidence of fraud, (ii) for regulatory reasons, (iii) as a result of unforeseen operational circumstances, such as a regulatory authority or other third party disconnecting service numbers, or (iv) as a result of governmental or similar mandates, without notice:

- a) refuse to Activate any Service Number for You;
- b) make alterations to the provision of a Service Number;

- c) Deactivate any Service Number or any Activated Service Number; or
- d) suspend part or all of any Service.

6.2. The Service Provider may whenever it in its reasonable discretion considers necessary or desirable for its own technical and operational reasons, with reasonable notice to You:

- a) refuse to Activate any Service Number for You;
- b) make alterations to the provision of a Service Number;
- c) Deactivate any Service Number or any Activated Service Number; or
- d) suspend part or all of any Service.

6.3. The Service Provider will use its reasonable endeavours to notify You promptly of the details of any incident where the Service Provider has relied on its rights under Clause 6.1 and where reasonably possible will provide prior notification to You of a deactivation or suspension.

7. USE OF THE SERVICE

7.1. You agree to:

- a) Use the Services in accordance with the Telecommunications Act and any relevant licences;
- b) Use the Service only as a means of communications for which they are provided;
- c) Ensure that Your equipment conforms to the standards required under the Telecommunications Act, is in good working order, and safe to the Service Provider's reasonable satisfaction;

7.2. You agree not to:

- a) Connect any equipment other than those approved for use with the Services we have provided under the Telecommunications Act;
- b) Contravene the Telecommunications Act or any relevant licences or laws;
- c) Make any transfer of the Agreement or any rights under it;
- d) Move the equipment;
- e) Act in such a way as to impair or jeopardise the operation of our service.

7.3. You undertake to use the 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 use of the Service.

7.4. You must not use or allow anyone to use the Service:

- 7.4.1. to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
- 7.4.2. to cause annoyance, inconvenience or needless anxiety to anyone;
- 7.4.3. to violate or infringe the rights of any person;
- 7.4.4. in any way the Service Provider considers is detrimental to the provision of Services to You or any other customer of the Service Provider;
- 7.4.5. in breach of the Agreement;
- 7.4.6. in breach of applicable Law;
- 7.4.7. to upload or transmit viruses;
- 7.4.8. if they are not authorised to use the Service.

7.5. The Service Provider may at its discretion suspend the Service and/or terminate the Agreement if You are in breach of Clause 7.2. You must on demand indemnify and hold harmless 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.

7.6. You are responsible for the 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.

8. INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY

8.1. 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.

8.2. The Service Provider shall have the right to apply any trade marks, trade names and/or service marks to the Equipment or Software. Unless otherwise agreed, You acknowledge that no rights are granted to You by the use by You of such trade marks, trade names and/or service marks and You shall not deface, remove or obliterate any trade marks, trade names or logos applied by the Service Provider on or in relation to the Equipment or Software.

8.3. 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.

8.4. 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 Clause 7.1) 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.

9. MAINTENANCE

9.1. The Service Provider shall provide support services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.

9.2. 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.

9.3. 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:

- 9.3.1. subject to Clause 11.4.2, misuse or neglect of or accidental or wilful damage to the Equipment, Purchased Equipment and/or Service; or
- 9.3.2. accidental or wilful disconnection of the Equipment, Purchased Equipment and/or Service; or
- 9.3.3. Your failure to comply with any of the provisions of the Agreement; or
- 9.3.4. fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in Your own equipment.

10. CALL RECORDING

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

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

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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.

11. LIMITATIONS OF LIABILITY

11.1. 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.

11.2. 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.

11.3. Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.

11.4. Save in relation to payment of indemnities pursuant to Clauses 5.5 and 7.5 and subject to Clauses 11.1 and 11.3:

- 11.4.1. Subject to Clause 11.4.2, 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
- 11.4.2. 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.

11.5. 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 the Party of its obligations under the Agreement.

- 11.6. Should a Service be subject to service credits as identified and detailed in the Service Specific Terms or service level agreement for that Service, the Service Provider's liability will be the maximum extent of the service credits due under the Service Specific Terms or service level agreement and will be Your exclusive financial remedy for a fault, whether or not You actually claim the available service credits.
- 11.7. Unless stated in any relevant Special Terms, Clauses 11.1 – 11.7 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.

12. SUSPENSION

12.1. The Service Provider may:

- 12.1.1. in an emergency suspend the Service to provide or safeguard a service to a hospital or other emergency organisation or any other essential services;
- 12.1.2. temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintenance or improvement or to protect life, limb or property;
- 12.1.3. 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 Service Provider customers;
- 12.1.4. suspend the Service where it believes Your use of the Service are unlawful or illegal;

- 12.1.5. give such instructions to You about the use of the Service it deems reasonably necessary;
- 12.1.6. do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
- 12.1.7. suspend the Service in any circumstance in which it is entitled to terminate the Agreement.
- 12.1.8. suspend the service if Regulatory Code or Practice or restrictions apply to the supply and/ or the use of a Service or the Service Provider are obliged to comply with any order, instruction or request of a competent governmental, regulatory or other authority;
- 12.1.9. suspend the Service if Your use of a Service interferes with the efficiency of the Service Provider's, or a network operator's Telecommunications Network;
- 12.1.10. suspend the Service if the Telecommunications Network, or any part of it, breaks down.
- 12.2. Except in an emergency when no such notice is required, the Service Provider shall give You as much notice as reasonably practicable if the Service is to be suspended but You shall have no claim against the Service Provider for any suspension of the Service pursuant to Clause 12.1. Any exercise by the Service Provider of its right to suspend the Agreement shall not exclude the right of the Service Provider to subsequently terminate the Agreement.
- 12.3. If the Service is suspended pursuant to Your default You must continue to pay Charges during such suspension and shall reimburse costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement.
- 12.4. The Service Provider is not liable to pay You compensation and You may be charged for any reasonable costs and expenses we incur in suspending the service.
- 12.5. Any agreed reconnection of the Service due to non-payment will be subject to a £100 reconnection fee.

13. DURATION AND TERMINATION

- 13.1. In relation to a particular Service the 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.

- 13.2. 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.
- 13.3. Notwithstanding Clause 13.2, You may terminate the Agreement in accordance with Clause 13.5.
- 13.4. Notwithstanding Clause 13.2 the Service Provider may terminate the Agreement immediately on written notice if:
- 13.4.1. any Survey is not satisfactorily completed;
- 13.4.2. 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;
- 13.4.3. 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;
- 13.4.4. 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;
- 13.4.5. 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
- 13.4.6. 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.
- 13.4.7. if a Carrier ceases to supply, or gives the Service Provider notice of its intention to cease to supply services necessary for the Service Provider to supply a Service to You;
- 13.5. Notwithstanding Clause 13.2 either party may give notice in writing to the other party to

terminate the Agreement with immediate effect if:

- 13.5.1. 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
- 13.5.2. 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.
- 13.6. 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.
- 13.7. On termination of the Agreement by reason of Your default You shall be liable to pay the Service Provider all Charges and that would otherwise have been payable to the Service Provider during the Minimum Term or subsequent Renewal Term if applicable. As no Charges are payable for Revenue Share Services the amount of the Customer's Revenue Share per month will be deemed to be Charges for the purpose of calculating the payment due to the Service Provider. The Service Provider shall not be obliged to refund any Charges paid in advance.
- 13.8. 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 15).

14. ASSIGNMENT

- 14.1. 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.

14.2. The Service Provider may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.

15. FORCE MAJEURE

15.1. 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 or requirement of any authority, licensing or government agency.

15.2. 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.

16. VARIATION

16.1. Subject to Clauses 3.14, 16.2, 16.4 and 16.5 any variation to the Agreement shall be agreed by the Parties in writing.

16.2. Notwithstanding Clause 15.1 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.

16.3. 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.

16.4. Subject as stated in this Clause, the Service Provider may vary the Service from time to time. In this Clause 15.4, "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;

15.4.1. the New Service shall have at least equivalent functionality and service levels to the Original Service;

15.4.2. You shall not be charged for such variation;

15.4.3. Charges payable for the Original Service shall apply to the New Service; and

15.4.4. the Minimum Period for the Original Service shall apply to the New Service.

15.4.5. after a variation in accordance with this Clause the New Service shall be deemed the Service.

15.5. The Service Provider may at any time improve, modify, change, replace or

15.6. otherwise alter any part of the Service in the event that:

15.6.1. It is required by the Carrier;

15.6.2. the Service Provider suppliers' services are altered so as to affect the provision by the Service Provider of the Service;

15.6.3. 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;

15.6.4. technical or regulatory reasons so require

15.6.5. as otherwise required by the Service Provider in the normal course of running its business.

16. NOTICES

Unless otherwise stated in the Agreement:

16.1. 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 Limited, Dawson House, Matrix Business Park, Chorley, PR7 7NA

16.2. Notices sent by the Service Provider to You may be sent:

16.2.1. by hand or by post to Your billing address specified on the Order Form or to Your registered office; or

16.2.2. by electronic mail to Your electronic mail address specified on the Order Form or as otherwise notified to the Service Provider in writing.

16.3. 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 mail-box.

16.4. 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.

17. MARKETING AND DATA PROTECTION

17.1. Within this clause 17, "Act" means the Data Protection Act 1998 and "Data Controller", "Data Processor" and "Personal Data" have the same meanings as in that Act.

17.2. The Service Provider may use any information supplied by You for its own administrative and customer service purposes or for any other purpose required by Law. Without limitation the Service Provider shall be entitled to disclose information provided by You to any member of its Group. To enable the Service Provider to provide the Service it shall also be entitled to disclose such information to other telecommunications companies.

17.3. In order to maintain quality and for training purposes the Service Provider may monitor and record telephone conversations with You.

17.4. The Service Provider shall be entitled to make Your name, address and telephone number available to the emergency services.

17.5. Regarding the parties' rights and obligations under this Agreement, You are the Data Controller and the Service Provider is the Data Processor. You shall meet Your obligations set out in the Act in relation to this Agreement.

17.6. The Service Provider shall only process Personal Data in accordance with instructions from You (which may be specific instructions or instructions of a general nature as set out in this Agreement during the term of this Agreement).

17.7. The Service Provider shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data to the nature of the Personal Data which is to be protected.

17.8. You warrant that You have appropriate permission to provide the Service Provider with Personal Data for the purpose of data processing.

17.9. In recognition of the Data Protection Act 1998 we will need to process Personal Data in order to provide and to support our service to you, not only within the UK but also outside of the European Economic Area and to third parties, suppliers, partners and other network carriers.

17.10. You agree that the Service Provider may use data to direct market our services to You by any medium. You must notify the Service Provider in writing where You do not want the Service Provider to undertake such activity.

17.11. The Service Provider will take every reasonable means to ensure that Personal Data is kept secure within our premises and on our operational systems.

18. ENTIRE AGREEMENT

18.1. 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.

18.2. Each party confirms that it has not relied upon, and (subject to clause 18.4) 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.

18.3. Subject to clause 18.4, 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.

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

19. TIME NOT OF THE ESSENCE

19.1. 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 failure to meet such dates.

20. MISCELLANEOUS

20.1. 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.

20.2. 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.

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

20.4. 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.

20.5. 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.

20.6. 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.

21. CONFIDENTIALITY

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

21.1.1. 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

21.1.2. 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

21.1.3. 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.

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

21.3. The confidentiality obligations in Clauses 21.1 and 21.2 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.

21.4. The confidentiality obligations in Clauses 21.1 and 21.2 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:

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

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

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

21.5. Clause 21 shall survive termination of the Agreement or any part of it.

22. ANTI-BRIBERY

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

22.2. 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.

22.3. 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.

22.4. Breach of any of the provisions in this Clause 22 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.

23. THIRD PARTY RIGHTS

23.1. 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.

24. COUNTERPARTS

24.1. 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.

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

25. GOVERNING LAW AND ARBITRATION

25.1. 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.

Schedule 1

The following restrictions apply to numbers delivered from the below countries:

ARGENTINA

Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

AUSTRALIA

Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

BELGIUM

Legal Restriction(s):

Local Belgian address required for geographical numbers
Geographical numbers cannot be resold by non licensed companies
Service Restriction(s):
No Restrictions

BRAZIL

Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

BULGARIA

Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

CANADA

Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

CHILE

Legal Restriction(s):

Cannot be used for calling-card applications
Service Restriction(s): No Restrictions

CYPRUS

Legal Restriction(s):
Cannot be used for calling card applications
Service Restriction(s):
Tollfree numbers are not reachable from payphones.

CZECH REPUBLIC

Legal Restriction(s):
Local Czech address required for geographical numbers

Cannot be used for calling-card applications
822 and 800 numbers can be reached by any phones except mobile
Service Restriction(s):
No Restrictions

DENMARK

Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

ESTONIA

Legal Restriction(s):

Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

FINLAND

Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

FRANCE

Legal Restriction(s):
Local address required for geographical numbers
Geographical numbers cannot be resold by non

licensed companies
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

GERMANY
Legal Restriction(s):
Local German address (in the city ordered)
required for geographical numbers
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

GUATEMALA
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No guaranteed reachability of the local numbers
from outside of Guatemala, depending on the
termination carrier used for dialing the numbers.

HUNGARY
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

IRELAND
Legal Restriction(s):
Local Irish address required for geographical

numbers
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

ISRAEL
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

ITALY
Legal Restriction(s):
Local address required for geographical numbers
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

JAPAN
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

LATVIA
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

LITHUANIA
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

LUXEMBOURG
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
Tollfree numbers are not reachable from
payphones and mobile phones.

MEXICO
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

NETHERLANDS
Legal Restriction(s):
Local address required for geographical numbers
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

NEW ZEALAND
Legal Restriction(s):
Cannot be used for calling-card applications

Service Restriction(s):
No Restrictions

NORWAY
Legal Restriction(s):
Local address required for geographical numbers.
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

PAKISTAN
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
DTMF not supported
Due to the telecommunications environment in
Pakistan, no SLA will be enforced for Pakistan local
numbers.

POLAND
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

PORTUGAL
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

ROMANIA
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
021 numbers are only reachable from the
Romtelecom network right now.
031 numbers do not have this restriction

SLOVAKIA
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
Tollfree numbers are not reachable from mobile
phones.

SLOVENIA
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

SPAIN
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
Numbers which will be used with the Trunk
Program have to be communicated to the Service
Provider.

SWEDEN
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

SWITZERLAND
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

TURKEY
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
Cannot be used with the Trunk Program.

UNITED KINGDOM
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restriction

UNITED STATES
Legal Restriction(s):
Cannot be used for calling-card applications
Service Restriction(s):
No Restrictions

By signing below You confirm that You have read the International 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

[[SertifiSSStamp_1]]

[[SertifiSSStamp_2]]

[[SertifiCompany_1]]

[[SertifiCompany_2]]

[[SertifiTitle_1]]

[[SertifiTitle_2]]