

SERVICE SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF PHONELINE+ SERVICES ("Phoneline+ Service Specific Terms")

1. DEFINITIONS

1.1. In the Agreement, unless the context otherwise requires:

Agreement means in relation to the Services, these Phoneline+ Service Specific Terms, the Standard Terms and Conditions and the relevant Order Form;

Clients Software means a desktop client, a web browser or a mobile app used to access the Services;

End User Terms means the End User Licence Agreement (EULA) applicable to the Service between You and the Service Provider's upstream supplier as set out on the following link: [PHONELINE+ APPLICATION – END USER LICENCE AGREEMENT – PhoneLine+ customer knowledge base \(phonelineplus.com\)](https://phonelineplus.com/phoneline+application-end-userlicenceagreement-phoneline+customerknowledgebase);

Network Provider means the carrier/supplier which the Service Provider uses to provide the Service;

Order Form means the order form accepted by the Service Provider relating to the provision of the Services subject to this Agreement, 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);

Portal means a website-based application, providing access to use and manage a digital service via a web browser. In this instance, it refers to the Phoneline+ portal, used to make and receive phone calls via web browser, manage the features and functions of the service, and access Training material.

Service(s) shall mean the Phoneline+ Services provided by the Service Provider to You on the terms of the Agreement;

Service Commencement Date means the date the relevant Services are available for use by You;

Service Provider/Us/Our means Elitetele.com Limited/a Elite Group (company number 03228824);

Standard Terms and Conditions means the Service Provider's standard terms and conditions in the form attached hereto which shall be deemed to be agreed and accepted by You on signing the Order Form;

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;

1.2. References in these Phoneline+ Service Specific Terms to Clauses are unless otherwise stated to Clauses in these Service Specific Terms and Conditions.

1.3. 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.

1.4. In the event of any conflict, ambiguity or inconsistency between these Phoneline+ Service Specific Terms, the Standard Terms and Conditions, the Order Form and any other document referred or attached, the following order of precedence shall apply

1.4.2. Clause 8.12 of the Standard Terms and Conditions;

1.4.3. the Order Form;

1.4.4. the Phoneline+ Service Specific Terms;

1.4.5. the Standard Terms and Conditions other than clause 8.12; and

1.4.6. any other document referred to or attached.

2. CONNECTION AND SUPPORT OF THE SERVICE

2.1. The Service is made up of three core components:

2.1.1. Handsets: PhoneLine+ approved handsets and analogue terminal adapters and Clients Software are provided following an Order placed by You and accepted by the Service Provider.

2.1.2. Access: if provided by the Service Provider, this will be subject to the terms and conditions specific to the service chosen as an access service. Access is defined as any data connection which connects equipment and ultimately PhoneLine+ handsets and clients software, for example (but not limited to) routers, desktop and laptop devices, and mobile/tablet devices.

2.1.3. Network: The Network is protected and authenticated connections to the Service through Session Board Controllers (SBC), which are deemed to be the connection point between the Service and the access connection. The Service Provider will provide the Service described and route all traffic.

2.2. The Service Provider's responsibility does not extend to the transport between the point of connection (SBCs) and Your end user or to any equipment in operation beyond this point, both of which shall be Your responsibility.

2.3. The Service Provider's responsibility for handsets and clients software, is purely to support the

Service as described for these components.

Connection of these services to Your LAN and equipment shall be Your responsibility.

2.4. The Service Provider does not issue any IP Address to be used with this service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. The Service Provider reserves the right to withdraw or change this address if for any reason the address ceases to be available.

2.5. Title to all intellectual property rights to the configuration of the PhoneLine+ Service as set out in the PhoneLine+ handsets or the Portal is and shall remain at all times the property of the Service Provider's third party Network Provider, provided that in the event title to the PhoneLine+ handsets is transferred to You, the Service Provider hereby grants You a non-exclusive, free of charge, non-transferable and non-sublicensable licence to use such configuration on the PhoneLine+ handsets for the purposes of using the Services and for the duration of the relevant Agreement for the PhoneLine+ Services.

2.6. Handsets supplied for use with the Service cannot be used with any other service and the Service Provider is under no obligation to adapt any handset for general use at any time either before or after title passes to You in accordance with this Agreement.

- 2.7. The Service Provider will provide You with a Portal account through which the Service can be controlled with non-chargeable changes.
- 2.8. The Service Provider does not guarantee access to such accounts 24 hours in every day on every day of the year, in particular where planned

3. CLI PRESENTATION

- 3.1. Where a number is being presented which allows You to carry voice traffic with a presentation number different from Your underlying CLI or endpoint(s), You confirm that you possess all necessary permissions in respect of the lines in question and;
 - 3.1.1. The number requested for use as a presentation number ("PN") is either allocated to You and You do not require the permission of anyone else in relation to that number or the requested PN is not allocated to You but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;
 - 3.1.2. The requested PN is in use, connected to a terminal and capable of receiving calls;
 - 3.1.3. You shall immediately inform Elitetele.com Limited/a Elite Group ("Service Provider") if any of the information in this statement ceases to be correct;
 - 3.1.4. The Service Provider may suspend and/or withdraw use of the Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;
 - 3.1.5. You understand that the PN must not be a number that connects to a revenue sharing

4. EMERGENCY SERVICES 999/112 RESPONSIBILITIES

- 4.1. The Service supports 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of Your connectivity to the internet for whatever reason. In such circumstances You (and/or Your end user) should use a mobile to make the emergency call. Furthermore, it may on occasions not be possible

5. PRICING AND INVOICING

- 5.1. In addition to the rights within the Standard Terms and Conditions, the Service Provider reserves the right to increase the Charges for this service on 25 days written notice to You in the

6. FAIR USE POLICY

- 6.1. You shall not nor allow your end users to use the Service:
 - 6.1.1. excessively and beyond what the Service Provider deems is reasonable;
 - 6.1.2. in a way which imposes an unreasonable or disproportionately large load on the infrastructure or the Service;
 - 6.1.3. for automated, high volume or otherwise excessive call-forwarding, auto-dialling and/or call-blasting activities; and/or
 - 6.1.4. to make automated, continuous, extensive or excessive calls using the Service beyond

changes and/or maintenance is performed (at times published in advance), or emergency maintenance is required.

- 2.9. The Service Provider shall not be liable for any losses caused by any restriction in such access.

- 3.1.6. You acknowledge that the Service Provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change You fail to make at least one test call within twenty (20) working days and/or b) You reverse the configuration change.
- 3.2. You hereby indemnify the Service Provider and any underlying network service provider against any claims by any third party relating to use of the PNs.
- 3.3. You hereby acknowledge that the Service Provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.
- 3.4. You acknowledge that the Service Provider has a right to suspend or withdraw the Service if You are found to be in breach of this clause 3 and You hereby indemnify the Service Provider against any claim as a result of any such breach.

for emergency services personnel to identify the Your (and/or Your end user's) location and telephone number so this information should be stated promptly and clearly by You (and/or Your end user) when making such a call.

- 4.2. You agree to provide to the Service Provider for each subscriber full details of the end user's name and address (including post code) to enable the Service Provider to fulfil its obligations under Ofcom regulations to pass such details on to the call handling authority.

event that any change in applicable law or regulations results in additional costs being incurred by the Service Provider.

- 6.2. Unlimited minutes are included in all PhoneLine+ packages to the following destinations: UK Geographic (01, 02), UK Mobile, UK National Non-Geographic (03), Australia, Australia Mobile, Canada, Ireland, Ireland Mobile, New Zealand, New Zealand Mobile, USA and USA Alaska. However, the Service Provider reserves the right to invoice You for excessive costs of conveyance caused by Your deliberate aggregation of calls to what the Service Provider considers (at its absolute discretion) to be reasonable business use.

a particular dial string within a destination, the engagement by You in arbitrage, deliberate manipulation of call profiles or other similar acts of a non-commercial nature.

- 6.3. In the event that it is suspected that You have breached the fair usage policy above, at the Service Provider's absolute discretion, the Service Provider reserves the right to suspend and/or terminate Your access to the Service immediately without notice; and/or
- 6.4. The PhoneLine+ Service is charged on a per user per month basis, so each user must have

their own account and sharing of user accounts is not permitted under any circumstances. Breach of this clause 6.4 shall be deemed as a material breach of this agreement by You.

- 6.5. You must not abuse or manipulate any agreed free trial period and/or the billing period to avoid paying for any Service Charges due to the Service Provider. If the Service Provider suspects, at its absolute discretion, that You are abusing such periods, the Service Provider reserves the right to suspend and/or cancel Your use of, and access to, the Service without notice.

7. MINIMUM USER MACHINE REQUIREMENTS

- 7.1. The service provides user access via a downloadable windows or MAC Client together with a browser based option. The browser-based version is designed to support all major browsers and operating systems, and utilises the webRTC programming interface. Each release is tested against the following browsers:
 - Chrome (the current version at the time of version release)
 - Edge (the current version at the time of version release)
 - Safari (the current version at the time of version release)

- 7.2. Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome and Edge) update, endeavours are in place to ensure compatibility and swift resolution of any problems.
- 7.3. The hosted portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the Service, You should perform a pre-test to ensure the Service works with Your browser/smartphone/tablet device.

8. END USER LICENCE AGREEMENT

- 8.1. The Service Provider provides to You access to or use of third party software in the course of providing the Services, You therefore agree to comply with the End User Terms. Where required by an upstream supplier of such software, You agree to provide such upstream supplier sufficient access to relevant systems and records to allow such upstream supplier to verify compliance with such End User Terms. You agree to comply with all End User Terms and the terms of any other relevant end user license agreements applicable to such software.
- 8.2. You will be required to agree and sign the End User Terms upon initial setup of the Service. You will be bound to the terms of the End User Terms and subsequent amendments while using the Services. For the avoidance of doubt should you not agree to the End User Terms the Agreement for and the Service provided by the Service Provider will become invalid and You will be liable to reimburse and pay any charges incurred by the Service Provider. All other Order Forms, Agreements or Services with the Service Provider will not be affected.

9.3 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.

9.4 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.

9.5 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.

9.6 The telephone numbers are unique for use within the United Kingdom and international call charge rates will apply

9. ALLOCATION AND USE OF TELEPHONE NUMBERS

9.1 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.

9.2 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.



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.

By signing below, You confirm that You have read these Phoneline+ Service Specific Terms and agree to be bound by them, together with the Standard Terms and Conditions in the form attached hereto therefore deemed to form part of this Agreement and the Charges detailed within the Order Form.

SIGNATURES

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