

Chicane Internet Limited

Chicane Hosted PBX Terms and Conditions - Business

Agreement: By using any of our Services or the Chicane Equipment you confirm you agree to the terms of this Agreement so you should read them carefully.

Scope: This Agreement covers the provision of the Services specified in the Service Schedules (and any other services we agree to provide to you under this Agreement) by Chicane to you.

Equipment - if you order any equipment from us, Schedule 5 (Equipment Terms) will apply to you.

VoIP Services - VoIP Services have some limitations explained in paragraph 8 of the VoIP Services Schedule.

Contract length - The Initial Term for each Service you order is specified in the Service Order Form that we send you by email). You can terminate the Agreement (or any of our Services) at the end of the relevant Initial Term or a Renewal Term (if any) by giving us the notice period specified in the relevant Service Schedule (or if not specified in such Service Schedule at least 30 days' written notice).

Cancellation Fees - You will be charged a Cancellation Fee if you terminate the Agreement (or a Service) without cause, before the end of any relevant Initial Term or Renewal Term (or if we terminate it due to your breach of the Agreement). Other Charges may apply.

Payment - you agree to pay our invoices by direct debit. You may be charged an administration fee for any monthly payments tendered by other means. If you do not pay one or more of our invoices you may incur an administration fee that will be included on your next monthly bill. Other Charges may apply.

GENERAL TERMS

1 Introduction

1.1. Chicane Internet is the trading name of Chicane Internet Limited, a limited company (incorporated in England and Wales (06919654).

1.2. The following documents comprise our agreement with you and will have the following order of precedence: (i) the Service Order Form; (ii) the Schedules; (iii) Specific Offers (iii); our Price Guide; (iv) our Fair Use Policy; (v) our Acceptable Use Policy; and (vi) the Business General Terms (collectively referred to as the "Agreement").

1.3. Capitalised terms used in the Agreement refer to those definitions included in Schedule 1 (definitions & interpretation).

1.4. In the event that you purchase any equipment from us Schedule 5 (Equipment Terms & Conditions) will apply to you.

2 When we start providing the Services

2.1 The ordering process shall be as described below (unless otherwise specified in the relevant Services Schedule or Service Order Form):

- (a) We will send you a quote summarising the Services you request and the key Charges involved;
- (b) Once you accept our quote, we will send you a completed Service Order Form via signable or through similar means with:

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(i) your basic contact details;

(ii) a breakdown of the Services to be supplied, the key Charges involved (Setup Charges and equipment Charges, Fixed Subscription Charges, other costs and equipment rentals) and the Initial Term; and

(iii) a link to our website where a copy of our Business General Terms and the relevant Schedules is available.

(c) You will need to complete the Service Order by signing the Service Order Form via Signable or through similar means (which we will then be able to access for review).

(d) Your signing of the Service Order Form constitutes an offer to us to provide a Service (but does not mean that your Order has been accepted by us).

(e) Where applicable, we will provide you with a Service Specific Information Form including but not limited to requirements for ring groups, extension numbers or names and other service specific requirements, which you shall fill in and return to us promptly. We (or our suppliers) will then carry out any necessary surveys and we will then inform you of any excess construction Charges or any other extra Charges which have been identified at this time which you may be required to pay in advance.

(f) All Service Order Forms (and any Service Specific Information Forms submitted by you) are subject to acceptance by us. We will send a copy of the signed order document representing confirmation of the agreement between both parties.

(g) The Agreement will relate only to those Services we have confirmed in a Service Order Acceptance. We will not be obliged to supply any Services which may have been part of a Service Order Form until those Services have been confirmed by a Service Order Acceptance and you settle any advance payments we request from you.

2.2 The Agreement will commence on the date specified in the first Service Order Acceptance we sent to you or, if no date is specified in the first Service Order Acceptance, the date when we send you such Service Order Acceptance (the "Commencement Date").

2.3 You will be sent a confirmation via email (the "Service Commencement Confirmation") specifying the date when each Service within the Service Order Form is first operational and ready for use (the "Service Commencement Date"). The Service Commencement Confirmation you receive will list the Service the relevant Service Commencement Date for that Service.

2.4 Any dates provided to you prior to this regarding our provision of the Services (e.g. installation, delivery of equipment) are estimates and are provided for planning purposes only. To the maximum extent permitted by applicable law, we accept no liability to you if we do not meet any dates requested by you or any other estimated date including without limitation the Service Commencement Date (but we will use reasonable endeavours to start our Services on the relevant Service Commencement Date).

2.5 Time is not of the essence nor shall time be made of the essence against us by notice in connection with any estimated dates we give you, including but not limited to the Service Commencement Date or with any equipment delivery date. If no delivery dates are specified, delivery will be within a reasonable time.

2.6 You acknowledge that in order to avoid delays occurring in the ordering process, we will need to be notified by the relevant network providers as applicable of any products or services presently in use by you that are incompatible with our Services. Such relevant network providers, are under a strict duty not to disclose information about a customer's services to a third party unless the customer has consented to such disclosure. In entering into this Agreement you give consent to the relevant network providers, to disclose such

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information to us. You also give us authority to act as your agent to arrange your connection to our Services.

3 Chicane Services

3.1 We will provide you the Services you order through our Service Order Form(s) and that we agree to provide to you.

3.2 We will provide you with the Services and, where applicable, with the Chicane Equipment subject to you complying with the terms of this Agreement.

3.3 The Services under this Agreement are designed for business customers only. You have confirmed to us that you are a trading business. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumers Rights Act 2015 do not apply to this Agreement.

3.4 We may take instructions from a person if we have a good reason to think that he or she is acting with your permission.

3.5 The provision of each of the Services may be subject to a Fair Use Policy and/or an Acceptable Use Policy as applicable;

3.6 We may, from time to time and at our sole discretion, make Specific Offers available to you. In the event that any Specific Offer applies to you, its terms will be part of the Agreement.

3.7 We will use reasonable endeavours to ensure that the Service is available for use at all times by you but you acknowledge and affirm that, owing to the nature of IP and telecommunications networks, it is impossible to provide an uninterrupted or error-free Service. We will not accept any responsibility or liability to you or any third party in the event of a failure in the IP or telecommunications network outside our control or caused by reasons outside our control.

3.8 We may at any time make any changes to the Services supplied to you as we reasonable deem necessary provided that if we make any material changes to the Services we:

(a) ensure that the amended Services are similar, and of a similar quality, to the Services you were receiving; and

(b) provide you as much notice as practicable prior to any such change taking effect (having due regard to the likely impact on you and the nature of such change).

3.9 Where installation is required for a Service (or you request installation from us) your Service Order Form will specify, or otherwise we will agree with you in advance, a date for the installation of the Services or equipment and the installation Charges. If you cancel any appointment for the installation of any Service with less than 48 hours notice, you will be liable to pay a call out Charge at our then current rates.

3.10 We will respond to any Incident Report, Configuration Request or Service Enhancement Request as soon as reasonably practical during Working Hours. We will use reasonable endeavours to correct an Incident within the Chicane Network, or within our control, as soon as reasonably practicable or within the service levels agreed with you for the relevant Service (if any).

3.11 We will use reasonable endeavours to ensure the security of the Services but you acknowledge and agree that there is always a risk of security being breached for reasons beyond our control, where for instance the Service is provided through a third party network.

4 Term and Cancellation Rights

4.1 This Agreement commences on the Commencement Date and will continue in force until you or we terminate it in accordance with Clause 21 (termination).

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4.2 If you are a Small Business Customer, and you are transferring to us Phone Services and/or Broadband Services from other provider within Openreach or KCOM Access Network you will be entitled cancel such Service free of charge without having to pay a Cancellation Fee at any time up to 10 Business Days from our Service Order Acceptance.

4.3 If you are a:

(a) Small Business Customer, each Service will have the Initial Term agreed with you and specified in your Service Order Acceptance (usually 12 or 24 months). You shall be entitled to commit to further Renewal Terms if you expressly agree to it.

(b) Larger Business Customer, each Service will have the Initial Term agreed with you and specified in your Service Order Acceptance. The Initial Term will be automatically renewed for consecutive Renewal Terms, unless you send us a notice in accordance with Clause 21.3. The Initial Term and any subsequent Renewal Terms are collectively referred to as the "Commitment Term").

5 Your use of our Services

5.1 You shall (and shall ensure that your Users):

(a) use the Services in accordance with: (i) this Agreement; (ii) any reasonable instructions given by us from time to time (including without limitation regarding health, security, safety or quality of the Services); and (iii) any laws, regulations and licenses which apply to the use of the Services by you;

(b) not allow an alternative supplier (or any third party) to override or bypass our Services either through the installation of equipment or through any network provider during the Term of the Agreement;

(c) not use the Services in any way we reasonably consider is, or is likely to be detrimental, to the provision of the Services to you or to services we provide to any other Chicane customers; and

(d) be responsible for any engineering reprogramming costs, cessation fee or equipment removal costs that may be required to terminate the Service of your previous supplier(s).

5.2 You shall ensure that:

(a) you and your User's hardware is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant UK standards and requirements;

(b) you and your Users comply with the Fair Use Policy or Acceptable Use Policy applicable to the Service(s) we provide to you.

5.3 We shall be entitled to rely upon the specification of the Services and any advice given by you or your Users (in relation to the suitability of the Services for meeting your requirements) such that to the extent that the Services comply with such specification and or such advice then we shall be deemed to have supplied the same in accordance with this Agreement.

5.4 If you request and we agree to change all or part of the Services (e.g. you send us a Configuration Request or a Service Enhancement Request) you must complete such formalities as we shall require, giving effect to such change. We shall be entitled to revise the Charges you pay to reflect the changes agreed with you and we may (at our sole discretion) require payment from you prior to effecting such changes and require you to enter into a new Commitment Term.

5.5 You must not use the Services (and shall ensure that your Users do not use the Services), including but not limited to internet related Services, associated computer security or backup Services and software:

(a) in a way that breaches, any legislation or any licence applicable to you or that is in any way illegal, unlawful

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or fraudulent;

(b) in a way that causes us to lose or breach or contravene any legislation or our authorisation to act as a public communications provider.

(c) to make nuisance calls;

(d) to distribute, deliver, transmit, knowingly receive, upload, download, publish, use or re-use any information or material which is offensive, abusive, defamatory, indecent, obscene, immoral, unlawful (including but not limited to child pornography) or menacing, or in breach of any intellectual property, privacy or any other rights of third parties or which might cause annoyance, inconvenience or needless anxiety to anyone, or to commit a fraud or other criminal offence;

(e) for purposes other than the genuine use of our Services;

(f) to knowingly make available or upload files that contain software or other material, data or information not owned by or licensed to you or your Users;

(g) to falsify the true ownership of software or other material or information contained in a file that Users make available via the Chicane Network;

(h) to send or procure the sending of any chain letters or unsolicited advertising or promotional material ("spamming");

(i) to propagate computer worms or viruses;

(j) to attempt to gain unauthorised entry to any site or network including but not limited to Chicane's Network; or

(k) contrary to any reasonable instructions we give you to protect the integrity and quality of our Services or otherwise.

(l) in a manner which restricts or inhibits any other customer of our Services from using or enjoying Chicane's, or a Service Provider's, products or services. (collectively referred to as the "Prohibited Activities"). If you become aware that any Users are using the Services, the Chicane Network or our Service Provider's network to perform any Prohibited Activities you shall use best endeavours to stop such Users from doing so immediately.

5.6 Your breach of your obligations under this Clause 5, may result in the suspension or termination of the affected Services or in the termination of the Agreement at our sole discretion. If we become aware that you or any of your Users are performing any of the Prohibited Activities, we will notify you of the breach in writing. If we have not received, within one (1) Business Day of dispatch of such notice, a satisfactory response from you confirming that the breach has been cured and detailing the actions that have been taken to stop the Users performing any Prohibited Activities, then we shall have the right to restrict the access to and/or disconnect you and/or you Users in question from the affected Services, and if necessary from the entire Service, from the Chicane Network or Service Provider's products or services. If we disconnect you or any of your Users we will notify you as soon as reasonably practicable in the circumstances. Notwithstanding the foregoing, if the Prohibited Activity is in our reasonable opinion serious or fraudulent (including where it has a direct or indirect impact on the experience of other customers of Chicane or on our Service Providers), we may suspend immediately and without prior notice, the provision of the Services to you or to any of your Users, or restrict the access to and/or disconnect you and/or your Users in question from the affected Services, until such time as the Prohibited Activities have ceased. If this happens will notify you as soon as reasonably practicable in the circumstances.

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5.7 Each Party shall provide the other with all reasonably necessary cooperation, information and support to prevent and/or stop any misuse of Chicane Network or a Service Provider's network by any Users.

5.8 You shall remain liable for all acts or omissions of your Users and shall procure that each User does not act, or fail to act, in a way which would cause you to breach your obligations under this Agreement.

5.9 The Services are provided solely for your use and you must not resell or attempt to resell the Services (or any part of them) to any third party unless we agree otherwise in writing.

5.10 If we reject any information you provide to us for a valid reason, it is your responsibility to correct and resubmit the correct information to us in the manner reasonably specified by us.

5.11 You do not own any number or have any right to sell the number(s) related to a Service.

5.12 You are responsible for terminating, at your own expense, any contracts you may have with your previous suppliers for services similar to our Services or which are not compatible with our Services. You are solely responsible for any liabilities you may incur when you terminate your agreements with them.

5.13 You acknowledge that Services are provided to other customers and that we owe a duty to these users as a whole to preserve our network integrity and avoid network degradation. If, in our reasonable opinion, we believe that your use of the Services has or may adversely affect such network integrity or may cause network degradation we may manage your transmission speed, the type of traffic you are passing, and/or suspend your Service.

5.14 You will fully indemnify and hold us harmless against all losses, damages and amounts (including legal fees), suffered or incurred by us arising out of or in connection with any actual or potential claims, legal and regulatory proceedings against us by a third party, resulting from your use of the Services in breach of your obligations under this Clause 5. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.

5.15 We will also require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Services either by yourself, by your Users or by someone you have knowingly allowed to use the Services we provide to you.

6 Software

6.1 Where we provide software to you to enable you to use the Services, including backup and computer security services where applicable ("Software"), we grant you a non-exclusive, non-transferable, revocable licence to use the Software solely for the term and the purposes of the Agreement. You acknowledge and affirm that you use this Software at your own risk. You agree to use the Software in accordance with its applicable end user license agreement, which you will be required to accept in order to install the Software.

6.2 Any Software provided to you as part of the Services is provided for your use only. You must not resell, rent, transfer, assign or sub-license the Software to anyone else. You are not allowed to copy, decompile or modify the Software (in whole or in part) for any purpose unless specifically permitted by law. You may not adapt, transmit, distribute externally, play or show in public, broadcast or publish any part of the Software. Except as permitted by applicable law or as expressly permitted under this Agreement you must not copy, de-compile or modify the Software (in whole or in part), or copy the manuals or documentation (in whole or in part).

6.3 We may offer updates or modifications to the Software or documentation and we will notify you of any

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applicable Charges for such updates or modifications at the time we offer them to you.

7 Usernames and Passwords

7.1 You shall procure that any Users with access to the Services are authenticated and where required are provided with a unique user name and secure password in order to access any part of the Services.

7.2 You must ensure that usernames and passwords used in connection with the Services are kept confidential and are only used by authorised Users. You shall implement safety measures to prevent and detect any unauthorised use of usernames and passwords and inform us immediately if you know or suspect that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. Unless we say otherwise to you, you will be entitled to change your user name and reset your password to access any of our Services.

7.3 We reserve the right (at our sole discretion):

(a) to suspend user names and password access to the Services if at any time we think that there has been or is likely to be a breach of security;

(b) to ask you to change any or all of the usernames and passwords you (our you Users) use in connection with the Services; and

(c) restrict access to any Service Portals.

7.4 You must inform us immediately of any subsequent changes to the information you supply to us when you register for the Services.

7.5 You acknowledge and affirm that the Services, including but not limited to internet related Services, are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

7.6 You shall be liable for any unauthorised use of user names and passwords by third parties if this use is due to you or your Users failing in keeping them confidential or in implementing reasonable safety measures to prevent and detect any unauthorised use of user names and passwords.

8 Equipment

8.1 Any Chicane Equipment we provide to you or any other equipment we sell to you is designed for use with the relevant Services in accordance with the Agreement.

8.2 We shall bear the risk of loss or damage to the Chicane Equipment, or any other equipment we deliver to you, until the point of delivery to you and you shall bear the risk of loss or damage to the Chicane Equipment from the time of delivery to you.

8.3 The Chicane Equipment will at all times remain our property (or the property of our sub-contractors as applicable) or, if provided by a Service Provider, that Service Provider unless otherwise agreed in writing.

8.4 You shall (and ensure that your Users shall):

(a) ensure that the Chicane Equipment is used only for the purposes of the Services;

(b) not connect any other equipment to the Chicane Equipment except as expressly authorised in writing by Chicane;

(c) not tamper with or remove any label on the Chicane Equipment;

(d) not open, disconnect, repair, maintain, modify or remove the Chicane Equipment; and

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(e) permit Chicane and/or any Service Provider to modify, change, add or replace the Chicane Equipment or any part of the Chicane Equipment timely;

8.5 You will not sell the Chicane Equipment nor permit any lien, charge or other like restriction to be placed on the Chicane Equipment.

8.6 We may take possession of the Chicane Equipment from your Premises at any time or take other reasonable steps which we reasonably believe are necessary to protect our, or the Service Provider's, ownership rights in the Chicane Equipment.

8.7 You shall not do anything that may damage or affect the operation of Chicane Network or our Service Provider's network or Chicane Equipment.

8.8 You will fully indemnify and hold us harmless against all losses, damages and amounts (including legal fees), suffered or incurred by us or arising out of or in connection with any actual or potential claims, legal and regulatory proceedings against us by a third party, resulting from damage to the Chicane Equipment or the Chicane Network or the Service Provider's network which is caused by:

(a) an act or omission of you or any of its Users;

(b) malfunction or failure of any Customer Equipment adversely affecting the Chicane Equipment, the Chicane Network or our Service Provider's network. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.

9 Customer Equipment

9.1 You must only use Customer Equipment which is lawfully approved for connection and approved by us.

9.2 You will ensure that any Customer Equipment you connect to the Services is in proper working order and complies with all applicable standards and approvals for connection to the telecommunications network.

9.3 Any Customer Equipment you use in connection with the Services must be:

(a) technically compatible with the Services and must not harm our (or our Service Provider's) network or other user's equipment (or our Service Provider's equipment);

(b) connected by you using the applicable network termination point (in accordance with standard industry practice and with our instructions); and

(c) adequately protected by you against viruses and other breaches of security.

9.4 If you choose to use your Customer Equipment for any of our Services, we will not be liable for any faults or associated costs associated with your Customer Equipment. You acknowledge and agree that we shall not be responsible for the configuration, repair and maintenance of the Customer Equipment.

10 Content

10.1 Where the Service allows access to the internet you understand and affirm that the use of the internet is at your own risk.

10.2 We do not warrant or guarantee the accuracy or completeness of any information made available, displayed or transmitted in connection with the Services (including without limitation, information made available by means of an HTML "hyperlink", third party posting or similar means) including but not limited to all sounds, images, software and any other materials (in whatever form), trademarks, service marks and domain names contained in such information, the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing (the "Content"). You acknowledge and affirm that your use of the Content is at your sole risk.

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10.3 You are entirely responsible for evaluating any goods or services offered by third parties via the Services or on the internet. We will not be a party to or in any way be held responsible to you for any transaction between you and third parties.

10.4 You warrant that any information you make available on your Website, both yours or that of a third party, is and will remain wholly accurate and will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.

11 Charges

11.1 This Clause 11 applies to all the Services. We charge you for using the Services. You will be charged at the rates:

- (a) specified in our Price Guide on our Website at www.Chicane.co.uk; or
- (b) otherwise notified or made available to you on request (for instance, ethernet Services will be charged on a per service basis).

11.2 You acknowledge and agree that:

- (a) save for manifest error, Charges are calculated from data recorded by us and our suppliers and not from your own records;
- (b) We will send you monthly or quarterly invoices as applicable to the relevant Service. Your monthly (or quarterly) invoice will normally include:
 - (i) in advance, your line rental (where applicable), your Fixed Subscription Charges (including inclusive call price plans, calls and broadband bundles or broadband packages), other recurring Charges which are billed one month (quarterly or yearly) in advance or other Charges which we request you to pay in advance; and
 - (ii) in arrears, any Charges for your use of our Services which you do not have to pay in advance, included but not limited to, calls outside any inclusive call price plan (e.g. minutes outside your monthly allowance or for additional services, administration Charges) which you incurred in the last period (normally the last month);
- (c) we may also send you a separate invoice for any other Charges not included in your monthly or quarterly invoices, such as installation and maintenance Services, and request you to pay any of these Charges in advance;
- (d) all our Charges are subject to VAT at the prevailing rate;
- (e) we will send you our invoices by email unless you opt-out to e-billing. If you do opt-out to e-billing we reserve the right to apply a reasonable administration Charge for sending you our invoices by post;
- (f) we may charge you an administration Charge for payments tendered by means other than direct debit;
- (g) where a direct debit is unpaid due to insufficient funds or direct debit cancellation, an administration Charge will be included on your next monthly bill;
- (h) we may charge you a reasonable Charge for restricting outgoing calls;
- (i) If you breach the Agreement (including without limitation any breach of your payment obligations under Clause 12), and as a result we suspend, restrict or disconnect all or part of the Services or terminate the Agreement or any Service, we shall charge you a reasonable Charge:
 - (i) per line or Service we cease, should we terminate the Agreement (or any specific Service);
 - (ii) to reinstate Services suspended, restricted or disconnected; or
 - (iii) to reinstate any lines that have been ceased.
- (j) If we send an engineer to your Premises, we may charge you our then current Charges for the visit, or pass

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on to you the fees of any third party providers;

(k) we may charge you a monthly maintenance Charge depending on the Care Level we agree with you;

(l) if you change address, where technically feasible and commercially practicable, you may transfer the Services to your new address on payment of the moving Charge; and

(m) you will be responsible to pay the administration Charges specified in our Price Guide or otherwise notified to you.

(n) you will continue to pay the Charges during any period of suspension, Service restriction or disconnection, unless we say otherwise in writing.

11.3 In the event that we have agreed to provide you with a bundle for all or part of the Services and you terminate any of these Services, we will automatically apply to you our then current separate Charges for any Services we continue providing to you.

11.4 If you are a Small Business Customer, at the end of each year your Fixed Subscription Charges will be subject to an annual adjustment by the RPI rate, (which could be an increase or a decrease) and the adjusted amount will first appear on your April bill. This clause 11.4 does not apply to increases in call Charges which are covered in clause 11.7 below.

11.5 If you are a Larger Business Customer the Fixed Subscription Charges will be increased at the end of each calendar year by 5% unless we agree otherwise with you in writing. This clause 11.4 does not apply to increases in call Charges which are covered in clause 11.7 below.

11.6 You shall pay to us all Charges relating to calls made through the Service as are set out in the Price Guide as in force from time to time (a copy of which is available on request).

11.7 You acknowledge that the call Charges are imposed by third parties. If those third parties increase/decrease the call Charges, you shall pay us those increased/decreased call Charges unless such call Charges are part of an inclusive minutes package.

12 Payment Terms

12.1 You are responsible for and must pay the Charges for the Services whether the Services are used by you or by someone else.

12.2 You agree to pay your invoices by monthly variable direct debit. We reserve the right to refuse any new customer not wishing to pay by direct debit (or by another payment method approved by us). You are responsible for notifying us as soon as possible of any changes to your bank details that may affect your payment of the Charges.

12.3 Cancellation of your direct debit does not constitute notice of termination of the Agreement by you, but we reserve the right to terminate the Agreement immediately if you cancel your direct debit for the payment of the Services and/or you chose another payment method not previously approved by us.

12.4 If you pay our Charges by direct debit, you are protected at all times by a direct debit guarantee.

12.5 If you fail to pay any sum due, within 14 days from the date of the invoice (or as otherwise specified in your invoice), we shall be entitled to charge interest on the amount due at the rate of eight percent (8%) above the Barclays Bank Plc base rate ruling from time to time calculated from the due date until we receive your payment. We may in the alternative claim interest at our discretion under the Late Payment of Commercial Debts (Interest) Act 1998.

12.6 In the event that you do not comply with a payment request within 14 days of notification by us, we

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reserve the right to suspend, restrict, disconnect any of the Services we provide to you or terminate the Agreement or any of the Services we provide to you and to demand full and final outstanding balance settlement with immediate effect;

12.7 We reserve the right to perform a credit check on you with no prior given notice, and to pass your credit history with us on to other credit agencies and/or County Court.

12.8 Deposits:

(a) We reserve the right to request at any time a reasonable deposit or a bank guarantee from you, as security to cover the risk of you not paying our bills, which you will be obliged to provide within 3 Business Days of our request. For instance, we may ask a deposit or a bank guarantee from you should periodical credit checks reveal insufficient credit scoring or County Court Judgments against you for debts or non-payments, if you are late paying any invoice, if unusual usage or call Charges are incurred by you or if we consider we need to request a deposit or a bank guarantee from you to manage our financial risks (the "Credit Conditions").

(b) we reserve the right to request a deposit from you paid in advance before we:

(i) carry out a survey or any works in your Premises,

(ii) start the installation of our Services; or

(iii) provide you with Chicane Equipment. we shall be entitled, at any time, to use this deposit(s) to pay off any Charges you owe us. No interest is payable on any deposit held by us under the Agreement.

12.9 We may, at our sole discretion and at any time, impose a credit limit on your account or amend it if, for instance, you fail to meet our Credit Conditions or if, for business reasons, we need to manage our financial risks. If you exceed any such credit limit we may demand immediate payment of all the Charges incurred by you up to this moment and/or suspend, restrict or disconnect any of the Services we provide to you. We will endeavour to notify you as soon as possible if any of these situations arise. As our billing system is not updated instantly when you use our Services, you may exceed the credit limit, but if this happens, you will still be responsible for all Charges incurred including those exceeding the credit limit. We may reasonably amend your credit limit at any time and without prior notice (to the extent we consider it reasonable in the circumstances).

12.10 We shall be entitled to set off any due amounts you owe to us under this Agreement, against any advance payment or any deposit you make under this Agreement. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause shall be without prejudice to any other rights or remedies available to us under this Agreement or otherwise.

12.11 You agree to pay us all Charges without set-off, deduction, withholding, restriction or condition whatsoever.

12.12 You shall pay our invoices in full in pounds sterling and free of any bank, and any other, charges:

(a) If you pay our Charges in foreign currency you will be responsible for any currency conversion charges incurred.

(b) You will be responsible for any bank, and any other, charges incurred when you pay our invoices (e.g. if you pay our invoices by way of an international bank transfer).

12.13 If you wish to dispute an invoice, you must contact our customer services within 30 days from the date of the invoice. After such period, any undisputed invoice will be deemed correct. You must pay the full amount

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of any disputed invoice, if the amount disputed is less than 5% of the total the invoice.

You must pay the amount not in dispute in a disputed invoice if the disputed amount is more than 5% of the total invoice.

12.14 If you do not pay an invoice before the due date, we may instruct a debt collection agency to collect payment from you (including any interest and/or late payment charges) on our behalf. If we engage a debt collection agency to collect your debt, you must pay the reasonable costs we have to pay to such agency, which will be added to the amount you owe.

12.15 You acknowledge and affirm that, without prejudice to any other rights or remedies available to us under the Agreement, non-payment of any Charges due to us under the Agreement, will be regarded as a material breach of the Agreement.

12.16 You shall pay any Charges incurred through the Services if the Services are used by you, your Users or by any authorised or unauthorised third parties (even in the event of fraud, or other improper use of the Services such as hacking of the Services by third parties). Upon receiving a notice in writing from you, we shall use reasonable endeavours to prevent any unauthorised or fraudulent use of the Services as soon as reasonably practicable and we reserve the right to suspend the affected Services immediately.

13 Intellectual Property Rights

13.1 Any patents, design rights, know-how, copyrights, trademarks, the right to use Software and all other similar intellectual property proprietary rights (whether registered or unregistered) worldwide relating to the Services, including but not limited to backup and computer security Software packages, or arising during the development of the Services ("Intellectual Property Rights"), belong to us or to a relevant third party.

13.2 You shall indemnify us against all third party claims for infringement of copyright or other Intellectual Property Rights which may arise in respect of your Content or otherwise. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.

14 Repairs to the Services

14.1 We provide to our customers a service and administration telephone help desk facility (the "Service Desk"). Chicane will accept emails and calls for English language telephone support in connection with Incidents during Working Hours. In addition, we may offer enhanced Care Levels (e.g. 24/7):

(a) to you for an extra Charge; or

(b) for specific Services (as described in the relevant Service Schedule or in the Service Order Form).

14.2 We will use reasonable endeavours to provide an uninterrupted service, but you acknowledge and agree that from time to time faults may occur, including faults (such as intermittent faults) which may recur and have no identifiable cause.

14.3 We will try to repair faults quickly when reported to us. If you suspect a fault, please look at and test your equipment first to see if it is faulty. We are not responsible for faults on, or caused by, Customer Equipment and if we (or our sub-contractors) are called out and find the fault is with, or is caused by, your Customer Equipment, you may have to pay the call out Charge at our then current rates.

14.4 If you report a fault in a Service, we (or our subcontractors) will repair the fault in accordance with the relevant Service Schedule (or any applicable Care Levels) or as we notify you in writing. Additional time related Charges and replacement equipment costs may also be added.

15 Repairs to the Chicane Equipment

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15.1 Unless we say otherwise in writing, if we send an engineer to your Premises to check any faulty equipment or Chicane Equipment you will be responsible for the engineer call out Charge whether the equipment is within its warranty period or not.

16 Allocation and Number Portability

16.1 If any Service we agree to provide to you requires the use of numbering, we will use reasonable endeavours to provide number portability to you, as soon as reasonably practicable and on reasonable terms, when you request so and provided that:

(a) there are no technical or physical reasons preventing the portability of the number(s) requested by you; and

(b) you undertake to pay our Charges for such number portability if applicable;

16.2 If you sign up to our voice Services and you request to transfer your number from another telephone provider, we will use reasonable endeavours to do this if reasonably practicable and provided that your existing provider agrees to release the number. If it is not reasonably practicable, we will provide you with a new number(s).

16.3 Any telephone numbers allocated to you by us (if any) do not belong to you. You accept that you do not acquire any rights whatsoever 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. You are not entitled to sell or agree to transfer to a third party any telephone number allocated to you by us.

17 Access to your Premises

17.1 To enable us to carry out our obligations under the Agreement, you must provide to our representatives and to any of our suppliers, agents or subcontractors access to your Premises at all reasonable times (i.e. 24 hours a day, seven days a week), including without limitation access for the purposes of installation, inspection, maintenance, replacement, upgrade or removal of any of the Services we provide to you or any equipment associated with it (including but not limited to the Chicane Equipment). You warrant that you have any necessary permissions and authority to allow us to access to the Premises for the purposes of this Clause 17.1.

17.2 We or our suppliers, agents or subcontractors will comply with the reasonable policies or regulations applicable in the Premises provided that you notify us in writing of such policies and regulations reasonably in advance.

17.3 You shall provide a safe and suitable working environment for our employees, agents, suppliers or subcontractors at the Premises at all times. You shall inform them in advance of any health and safety policies applicable on the Premises.

17.4 In the event of any conflict between the Premises regulations and this Agreement, this Agreement will prevail.

18 Moving Address

18.1 We will provide the Services at the Premises you specify when you send the relevant Service Order Form to us.

18.2 If you move to another address within our service area, you may ask us to provide the Services to your new address (and you must give us at least 60 days prior notice before the move). We will carry out checks in

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your new address, but cannot guarantee that we will be able to provide you with the Services at your new address;

18.3 If you move to another address before the end of any applicable Initial Term (or Renewal Term), a Cancellation Fee may apply to you unless you agree to keep receiving our Services at your new address and we agree, and are able, to provide these Services in your new address.

18.4 If we agree to provide the Services to your new address, we will give you an estimated date (or dates) to complete the move of your Services. You may have to pay a service transfer Charge specified by us in advance.

18.5 The Services you receive in your new address may vary from the Services you were receiving in your previous address. Where required, we will send you a new contract for the Services that we will provide to you in your new address, or we will ask you to enter into a new Commitment Term, and your Charges will be adjusted accordingly.

18.6 You may not be able to keep your phone number(s) if you move to a new address.

19 Liability

19.1 Nothing in this Agreement shall exclude or restrict a Party's liability for matters which cannot by law be excluded or restricted. Nothing in this Agreement limits or excludes your liability to pay the Charges (or any amount owed by you under this Agreement) or each Party's liability for: (i) death or personal injury resulting from negligence of that Party; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) any other liability which cannot be limited or excluded by applicable law. However, nothing in this Clause 19 gives a Party any right or remedy which it would not otherwise have.

19.2 Subject to Clause 19.1 we shall not be liable under, or in connection with, the Agreement for:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data;
- (h) any loss or damage that is not foreseeable by us;
- (i) cost of procurement of substitute goods or services; or
- (j) any indirect, special or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise or, whether any such losses could be reasonably foreseen by us or not or if even if we have been advised of the possibility of such damages. Each of the Sub-clauses 19.2(a) to 19.2(j) shall be deemed to be independent of the others.

19.3 Subject to Clause 19.1, our entire liability to you in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement shall, for any one incident or series of related or unrelated incidents within a period of 12 months, be limited to the Charges paid by you to us for the Service affected by the incident(s) in the 6 months immediately prior to the relevant incident(s) (or if the Agreement was in force for less than 6 months when the liability arose, the Charges paid by you from the Commencement Date to such date).

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19.4 If the event that we offer to you a Service Level Agreement in connection to any of the Services we provide to you, and such Service Level Agreement includes service credits, our liability to you for failure to provide the Service in accordance with the relevant Service Level Agreement shall be limited to the credits (amounts) payable to you under the same.

19.5 We shall have no liability to you in respect of any fraud perpetrated by you and/or your Users, or any third party, howsoever occurring (save for any fraud perpetrated by us).

19.6 You shall use reasonable endeavours to ensure that the Services you order meet your requirements. We shall not be liable for any loss which is suffered or costs which are incurred as a result of Services not meeting your requirements.

19.7 We shall not be liable for the consequences of any incorrect information you supplied to us in relation to the provision of the Services.

19.8 You acknowledge and accept that our directors, employees, members of staff, agents, subcontractors, licensors, and suppliers (which includes without limitation our Service Providers) shall have the benefit of the limits and exclusions of liability set out in this Clause 19 including without limitation in terms of the Contracts (Rights of Third Parties) Act 1999.

19.9 Subject to clause 19.1, we shall have no liability to you unless you shall have served notice in writing of such claim (specifying in reasonable detail with supporting evidence the event, matter or default which gives rise to the claim and an estimate of the amount claimed) to Chicane within 6 months of you becoming aware of the circumstances which gave rise to such claim.

19.10 To the maximum extent permitted by law, Chicane shall not be liable for loss or damage suffered by you as a result of you failing to test the Chicane Equipment within 30 days of delivery.

20 Suspension of the Services

20.1 We may suspend, disconnect or restrict any of the Services (without being liable to compensate you):

- (a) in the event of a local or national emergency;
- (b) to comply with a request from a government or other competent authority;
- (c) to protect or provide services to rescue or other essential services or otherwise;
- (d) to maintain the quality of our Services and/or those of our suppliers;
- (e) if you fail to pay any amount due to us. We shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid. You acknowledge and accept that, notwithstanding our suspension of the Service, we may continue to incur expenses and/or charges of Service Providers (including rental charges) which shall be payable by you;
- (f) if your credit limit is exceeded;
- (g) if your direct debit (or your recurrent credit or debit card) instruction is refused or cancelled;
- (h) if an event affecting our ability to provide the Services occurs which is beyond our reasonable control;
- (i) if we have good reason to suspect fraudulent activity or misuse of our Services, the Chicane Equipment or any other materials;
- (j) if you do anything (or allow anything to be done) which we think (acting reasonably) may damage or affect the operation of any of the networks;
- (k) if you or your Users prevent or delay any prearranged maintenance from being carried out;
- (l) if we reasonably believe that any of the Services we provide to you is being used to carry out Prohibited

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Activities or if we need to comply with a request from a Service Provider for this reason (this applies even if you are unaware that the relevant Service is being used in such a way); or

(m) if you cease to do business; or have bankruptcy or insolvency proceedings brought against you; or make an arrangement with your creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of your assets; or you go into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

20.2 We may suspend the Services including during scheduled periods of downtime where necessary for operational reasons (connected to us or to our suppliers) such as repair, maintenance or improvement of the Services (or software connected to the Services) or because of an emergency. We will restore the Services as soon as we reasonably can after suspension.

20.3 If we suspend the Service under this Agreement because of your breach of the Agreement then you will reimburse any costs and expenses reasonably incurred as a result of such suspension and/or the Services being reinstated.

20.4 If we choose to suspend the Service this will not prevent us from also taking other actions to terminate the Agreement under Clause 21 below.

21 Termination

21.1 In the event that the Agreement or any Service is terminated by you (or is terminated by us due to your breach of the Agreement) before the end of a Commitment Term you shall pay the relevant Cancellation Fee(s) for each Service you terminate, unless Clause 21.5 below applies.

21.2 If you are a Small Business Customer and you are outside of the Commitment Term applicable to a Service, you shall be entitled to terminate this Service at any time by giving us the notice specified in the relevant Service Schedule, or if not specified in such Service Schedule at least 30 days' written notice to expire at the end of the month following the month in which we received your notice.

21.3 If you are a Larger Business Customer you shall be entitled to terminate:

(a) any Service by giving us at least 60 days' advance written notice before the end of the relevant Commitment Term applicable to this Service, notice to expire at the end of such Commitment Term.

(b) the Agreement by giving us at least 60 days' notice to expire at the end of the last Commitment Term applicable to the Services we provide to you.

21.4 In the event that you terminate the Agreement, all Service Schedules will automatically terminate (and you may be liable to pay a Cancellation Fee per terminated Service as described in Clause 21.1).

21.5 You shall be entitled to terminate the Agreement (or a Service) immediately without being liable to pay the amounts specified in 21.1 above if:

(a) we breach a material term of this Agreement which, after your written notice to us, we have not reasonably rectified within 30 days;

(b) we are not able to provide you with the Services (e.g. because we cease to do business), unless a suitable supplier takes over the provision of the Services from us and agrees to keep providing the Services in similar terms as the terms of this Agreement). However, if we are not able to provide you with some Services under the Agreement but we are able to keep providing you other Services you shall be entitled to terminate the Agreement only as it relates to the Service(s) we can no longer provide to you (and the Agreement will remain

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in place for the rest of the Services);

(c) you give us notice to end the Agreement in accordance with 26.1 below;

(d) we are in breach of a material term of the Agreement and we have: (i) bankruptcy or insolvency proceedings brought against us; or (ii) make an arrangement with our creditors (other than where solely for solvent amalgamation or solvent reconstruction); or (iii) a receiver, administrative receiver or administrator is appointed over any of our assets; or (iv) we go into liquidation; or (v) a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or (vi) there is a corresponding event under Scottish law. For the avoidance of doubt, you shall not be entitled to terminate the Agreement under this Clause 21.5(d), if we keep providing the Services to you in accordance with the Agreement: or (e) Clause 4.2 applies.

21.6 You shall not be entitled to terminate the Agreement in accordance with Clause 21.5(c) above, if:

(a) a variation in the Agreement is imposed by law or by a governmental or regulatory authority;

(b) we increase our Charges in line with VAT (or any other directly and specifically applicable taxation or regulatory levy, payment of which is compulsory).

(c) we increase our Charges, or pass on to you price increases from our third party suppliers in a way permitted under any applicable legislation, regulation or guidance; or

(d) we undertake any changes in the Agreement in accordance with Clause 26.2 below.

21.7 We shall be entitled to terminate this Agreement (or any of the Service Schedules) at any time for convenience by giving you at least 30 days' written notice.

21.8 We shall be entitled to terminate the Agreement immediately (and Clause 21.1 above shall apply) if:

(a) you do anything (or allow a third party to do anything) which we reasonably believe it could damage or affect the operation of our network (or our suppliers' or other third party networks);

(b) you breach any of your obligations under Clause 5 (Your use of the Services), Clause 8 (Equipment), Clause 12 (Payment Terms) and Clause 13 (Intellectual Property Rights) of the Agreement.

(c) you have: (i) bankruptcy or insolvency proceedings brought against you; or (ii) make an arrangement with your creditors (other than where solely for solvent amalgamation or solvent reconstruction); or

(iii) a receiver, administrative receiver or administrator is appointed over any of your assets; or (iv) you go into liquidation; or (v) a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or (vi) there is a corresponding event under Scottish law.

21.9 In the event that we or you terminate a Service, Clause 22 below shall apply as it relates to the terminated Service Schedule and the rest of the Agreement will remain in force as it relates to the Services not affected by this termination.

22 Effects of Termination

22.1 On termination of the Agreement:

(a) all the Services shall be terminated;

(b) any licence granted to you by us or by our licensors shall immediately cease, and you must immediately stop using the Services;

(c) you will immediately pay any outstanding invoices and interests. In respect of Services supplied for which no invoice has been submitted, we may submit an invoice, which shall be payable by you immediately on receipt.

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(d) Where a Service is terminated by us, as a result of your breach of this Agreement, or by you for convenience, Charges (or any portion thereof) that are invoiced in advance will not be refunded. Subject to the foregoing, we will refund any money owed to you, and return to you the balance of any amounts held on deposit on behalf of you, after first deducting any amounts you owe to us under this Agreement or under any other agreement that we have with you;

(e) We may charge you a Cancellation Fee as described in Clause 21.1 above.

(f) You shall, at our sole discretion:

(i) promptly after termination of this Agreement (and in any event within 3 Business Days of receiving our request), give us and/or the relevant Service Providers access to and all reasonable assistance to remove the Chicane Equipment from your Premises; or

(ii) return the relevant Chicane Equipment to us at your own cost. If you do not return the Chicane Equipment in good working condition (fair wear and tear excepted) or do not return the Chicane Equipment at all then you may be charged for the Chicane Equipment at our then current Charges (or if these Charges are not specified, you shall pay to us an amount equal to the full market replacement value of the Chicane Equipment); and

(g) unless the Agreement or a relevant Service Schedule states otherwise, we may delete all your Content and Customer data (including any emails stored on the relevant Services). You are responsible for arranging a back-up of such Content and data.

22.2 Save as expressly set out in this Agreement, termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law and shall not affect any statutory or accrued rights or liabilities of either Party.

22.3 The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement including but not limited to Clauses 12 (Payment Terms), 19 (Liability) and 24 (Warranties and Representations) of the Agreement.

23 Complaints

23.1 We make every effort to ensure that our customers are happy with the level of service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our Services, please contact our customer service team or refer to our complaints code of practice posted on our Website www.Chicane.co.uk. You can also request a copy from our customer service team.

24 Warranties and Representations

24.1 Other than as expressly set out in this Agreement and to the greatest extent permitted by law, we make no representations or warranties with respect to the Services, or the performance of our obligations hereunder, and expressly exclude such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.

24.2 In particular, but without prejudice to the generality of this Clause 24, you acknowledge and accept that:

(a) we do not warrant the Services against unauthorised interruption or interception by third parties or that the Services will be available to you error-free, at any particular time or continuously; and

(b) the quality and coverage of the Services depends on both the telecommunications network to which you are connected and also on other telecommunications networks to which the person you are calling is

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connected.

(c) the services might be adversely affected by circumstances beyond our control. We are not responsible for any loss of or disruption to the Services due to failure of a carrier network, broadband provider or wholesale internet service provider, to the maximum extent permitted by law.

24.3 While certain precautions have been taken to detect computer viruses and ensure security, we do not warrant that our Services are virus-free and secure. To the maximum extent permitted by law, we shall not be liable for any loss or damage which occurs as a result of any virus or breach of security.

24.4 We do not warrant that our Services will be compatible with your computer systems, software and/or hardware.

24.5 You warrant to us that:

(a) you have the authority to enter into this Agreement; and

(b) you will comply with any applicable legislation, regulations, instructions or guidelines issued by regulatory authorities and hold any required licences.

25 Monitoring and Recording Calls and Data Protection

25.1 We may monitor and record calls relating to the provision of our Services (including but not limited to our customer support services) and telesales. We do this for providing the Services to you, for training purposes and to improve the quality of our services.

25.2 We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain our Services.

25.3 We operate in accordance with the Data Protection Act 1998 and in accordance with our Privacy Policy available on our Website at www.Chicane.co.uk You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement.

25.4 By registering for the Services you consent to us using and/or disclosing your personal information (and the personal information of your Users) for the following purposes:

(a) processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account);

(b) providing or arranging for third parties to provide any part of the Services including, without limitation, customer care/help desk facilities and billing you for the Services (which may involve disclosing your information to third parties solely for those purposes);

(c) to inform you about other Chicane products or services, or products and services from our group of companies unless you opted out to this during the application process or you notify our customer services in writing, signifying that you do not wish to receive this information from us;

(d) to disclose all or part of your personal data to a regulator (e.g. Ofcom or, the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement (including but not limited for prevention and detection of crime and terrorism); and

(e) to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including you) but which is anonymous and does not describe or reveal the

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identity of any particular customer to any third party.

25.5 We shall be entitled to make your (and your Users) name, address and telephone number available to the emergency services.

26 Variations

26.1 We may vary the terms of this Agreement and the Charges from time to time. In the event that we make changes to this Agreement that are likely to cause a material detriment to you, you will be entitled to terminate this Agreement within 30 days of us notifying you of such changes. In order to ensure continuity, time will be of the essence for your notice to be received by us and if we have not received your notice within that time, you will be bound by the terms of this Agreement as varied.

26.2 Subject to Clause 26.1 above, we shall be entitled to notify you of any updates and/or variations of the terms of this Agreement and our Charges, by email, by post, through a notice in our invoices, through your Chicane account or by posting our updated Agreement or Price Guide on our Website.

26.3 Unless we give you our prior consent in writing, you shall not be entitled to make any variations to this Agreement.

27 Force Majeure

27.1 Neither Party will be liable to the other for any failure to deliver the Services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such Party, including, but not limited to any act of God, reduction or failure of power supply, reductions or failures of other telecommunication operators, internet providers or communication suppliers, physical obstructions, atmospheric conditions and other causes of radio interference, acts or omissions of national or local government authority, war, act of terrorism, military operation, riot or delay, employee dispute, or supply of equipment by third parties ("Force Majeure").

27.2 If such failure to deliver continues for more than 30 days after the commencement of such failure, then either Party may terminate this Agreement on notice in writing to the other Party.

28 General Provisions

28.1 The Parties acknowledge and agree that:

(a) This Agreement, constitutes the entire complete and only agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior undertakings, arrangements, understandings or statements of any nature made by the Parties, whether oral or written, with respect to such subject matter.

(b) Each Party acknowledges that it has not relied on any statements, warranties or representations, understandings or agreements (whether written or oral) given or made by or on behalf of any other Party under or in connection with this Agreement other than those expressly set out or referred to in the Agreement. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under this Agreement.

(c) The Parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Agreement or for any breach of any representation not contained in the Agreement unless such misrepresentation or representation was made fraudulently.

(d) Except as expressly set out in this Agreement all warranties, representations or agreements, with respect to the provision of the Service or otherwise, whether oral or in writing and whether express or implied, either by

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operation of law, statutory or otherwise, are hereby expressly excluded to the maximum extent permitted by law.

(e) We shall be entitled to promote our Services by identifying you (and using your company name, trade name and logo to this effect only) as a Customer of our Services in print, web, or any other promotional media.

28.2 The Parties do not intend that this Agreement be enforceable by any person not a Party to this Agreement including under the General Terms (Rights of Third Parties) Act 1999 with the exceptions

that: (i) any Affiliate of Chicane shall each have the right to enforce the terms of this Agreement; and

(ii) Clause 19 (Liability) and Clause 24 (Warranties and Representations) above which will also be enforceable

by our directors, employees, members of staff, agents, sub-contractors, licensors, and suppliers (which

includes without limitation our Service Providers). The rights of the Parties to terminate, rescind or agree any

variation, waiver or settlement under this Agreement are not subject to the consent of any other person. 28.3

This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a

trust over or deal in any other manner with any of your rights and obligations under this Agreement.

28.4 We may at any time assign, transfer, novate, mortgage, charge or deal in any other manner with any or all

of our rights and obligations under this Agreement, including but not limited partial assignment. We may

sub-contract any of our obligations under this Agreement.

28.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall

be deemed modified to the minimum extent necessary to make it valid, legal and enforceable to give effect to

the commercial intention of the Parties. Notwithstanding the foregoing, if any part, term or provision of this

Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of this

Agreement will not be affected.

28.6 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law

shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further

exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent

or restrict the further exercise of that or any other right or remedy.

28.7 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or

formation (including non-contractual disputes or claims) are governed by and construed in accordance with the

laws of England.

28.8 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or

claim that arises out of or in connection with this Agreement or its subject matter or formation (including

non-contractual disputes or claims).

28.9 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture

between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter

into any commitments for or on behalf of the other Party.

28.10 Each Party affirms and represents that it is acting on its own behalf and not for the benefit of any other

person.

28.11 Any notices sent by you to us must be sent by post (or fax) or recorded delivery to our address above,

must quote your account number and shall not be effective until received by us. Notices sent by us to you may

be sent:

(i) by hand, post or by recorded delivery to your billing address specified on your Service Order From or to your

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registered office; or

(ii) by fax to your fax number specified on your Service Order Form or as otherwise notified by you in writing;

or

(iii) by email to your email address specified on your Service Order Form or as otherwise notified to us in writing; or

(iv) by posting information on our Website. Notices given by hand shall be deemed given the same day. Notices given by post shall be deemed to have been received 48 hours from the date of posting. Notices given by recorded delivery shall be deemed given on the date and at the time of signature of the delivery receipt.

Notices by fax shall be deemed given when transmitted, provided that the sender shall have received a transmission report confirming correct transmission. Any communication by email shall be deemed to have been made on the Business Day on which the notice is first stored in the recipient's electronic mail-box. To be effective, written notice of any material breach or the termination of the Agreement, must prominently state that the correspondence is a formal notice of breach or termination, and must be sent via pre-paid recorded delivery or registered post.

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VoIP Services schedule

This Service Schedule for VoIP Services is made by and between Chicane Internet Limited and you and is part of your Agreement with us. In the event of any conflict or ambiguity between this Service Schedule and the General Terms, this Service Schedule will take precedence. Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 1 (Definitions & Interpretation).

Definitions

"Call Charges" the charges for all calls made using the VoIP Services. These calls will be charged in accordance with your monthly call price plan or otherwise in accordance with our current tariff specified in our Price Guide (or as otherwise notified to you);

"Caller Location Information" means the information stored against telephone numbers allocated to you and your Users which will be used to locate you and your Users in the event of a call being placed to the emergency services;

"Hosted VoIP Service" means the hosted telecommunication services provided by us to you via the Chicane Platform as more particularly specified in this VoIP Schedule;

"Maintenance Event" means planned times when we interrupt a VoIP Service to maintain, update or enhance the Chicane Platform and/or the Chicane Network;

"Session Internet Protocol Session" or "SIP" is a communications protocol for signalling and controlling multimedia communication sessions;

"SIP Trunking" means the use of VoIP to facilitate the connection of a private Branch Exchange (PBX) to the Internet enabling the PBX to make and receive calls over the public telephone network;

"VoIP" means Voice over Internet Protocol; and

"VoIP Services" means the Hosted VoIP Services, SIP Trunking and any other VoIP Services we agree to provide to you under this Schedule;

"VoIP Service Availability" means the availability of a VoIP Service to you and your Users as more particularly described under paragraph 3 below;

"VoIP Service Portal" means a facility provided by us where: (i) the VoIP Services can be managed; and (ii) both Customer Information and User Information can be entered and maintained for the VoIP Services;

"Chicane Platform" means the hardware (comprising the servers and networking equipment) and software from which the VoIP Service is provided as described in paragraph 2 below;

1. Scope

1.1. This Schedule shall apply to you if you order any of our VoIP Services.

1.2. Your use of any of our VoIP Services is subject to our Fair Use Policy and Acceptable Use Policy available on our Website.

2. Description of Chicane Platform

2.1. The Chicane Platform is located across AWS data centre hubs within the UK and Ireland. The data centres

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offer redundant power supply systems and operate adequate levels of security and access.

2.2. The Chicane Platform consists of a number of fully redundant instances configured to provide high availability of the VoIP Services in the event of any system hardware failure (i.e. a failure in the system servers) or a failure in the Chicane Network. The software running the VoIP Services is replicated between hardware nodes using the Chicane Network on a real time basis facilitating automatic fail-over in the event of hardware failure, however in some instances dependant on the type of incident it may be necessary for a manual switch to be undertaken.

2.3. The Chicane Platform is:

- a) connected to the UK public network via multiple interconnects and IP transit links to ensure a high degree of redundancy.
- b) automatically monitored on a 24/7/365 basis and any incidents detected are automatically reported to the Service Desk.
- c) designed to provide a target VoIP Service Availability of 99.5%.
- d) fully backed up on a daily basis to an external location.

3. VoIP Service Availability

3.1. The overall VoIP Service Availability shall mean the Chicane Platform is running and able to provide:

a) you and your Users with the ability to access the VoIP Service Portal and register Session Internet Protocol sessions on the Chicane Platform in line with the percentages specified in paragraph

3.1(b).

b) a monthly average overall VoIP Service Availability of not less than 99.5% for at least 80% of all Users of the Chicane Platform. This excludes periods of scheduled Maintenance Events, any issues caused by you and your Users, any third party outages or disruptions and outages or disruptions attributable in whole or in part to Force Majeure events as defined in the Agreement.

4. Customer and User Information

4.1. You acknowledge that you are solely responsible for providing, updating and maintaining confidential your Customer Information and User Information via the VoIP Service Portal or otherwise at any time.

5. Provision of Licences and Services

5.1. In consideration of you paying our Fixed Subscription Charges and any other applicable Charges we will grant you a non-exclusive, non-transferable, revocable licence for you and your Users to use the VoIP Services under the terms of the Agreement during the Term.

6. Charges

6.1. We will charge you for the VoIP Services, in accordance with Clauses 12 (Charges) and 13 (Payment Terms) of the Business General Terms and with this paragraph 6.

6.2. We may agree with you monthly/quarterly call price plans with inclusive minute allowances as part of your Fixed Subscription Charge. You shall pay to us the Fixed Subscription Charge in advance. You shall also pay to us any other non-inclusive Charges not included in your Fixed Subscription Charge at the prices specified in our Price Guide or as otherwise notified, or made available, to you.

6.3. Unless we say otherwise to you in writing:

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a) the inclusive minute allowances specified in any VoIP monthly call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).

b) call Charges for VoIP calls outside of any inclusive minute allowances (both UK and international) included in your monthly call price plan will be calculated on a per second basis (excluding calls to Mexico and the United States of America which will be calculated on a per minute basis) at our then current Charges specified in our Price Guide. In addition, a per call connection Charge may apply.

6.4. Any voice minutes allowance included in any of our VoIP call price plans will expire at the end of the monthly billing period (i.e. will not roll-over to the next month).

6.5. If a call price plan has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage Charges are below the minimum monthly spend.

6.6. You will be liable for all calls made using the VoIP Services.

7. Upgrades and New Orders

7.1. You will be able to request further VoIP Services from us (or a service upgrade) at any time by sending an email to accounts@Chicane-internet.co.uk. You will automatically receive an email to say that your order has been received and will be assigned an order number. We will then respond with an order confirmation email (if we accept your request). You acknowledge and agree that:

a) any service upgrade we agree to provide to you may trigger a new Commitment Term; and

b) any new VoIP Service we agree to provide to you will have a separate Commitment Term which will apply to you in connection with such new service (i.e. if we provide different VoIP Services to you each VoIP Service may have a different Commitment Term).

8. 999 and the Emergency Numbers Database

8.1. You acknowledge that our VoIP Services are a voice over data network service, and as such, they are dependent on your connection to the data network and the data network itself. Your service may therefore cease to function if there is a power failure or a failure in the underlying data network. This failure may be caused by reasons outside our control.

8.2. You acknowledge and agree that the VoIP Services allow calls to the emergency services numbers 999 and 112 and that calls to the VoIP Services may fail if there is a power cut or if your broadband connection fails.

8.3. You acknowledge and agree that the address provided by you will be passed to the emergency services and will be used in location finding during a 999 call. You acknowledge and agree that:

a) the address provided is the location that the emergency services will use and that it is your responsibility to notify us of any changes to this information.

b) where technically feasible, we have an obligation under Ofcom's General Conditions of entitlement to ensure that accurate Caller Location Information is available to the emergency services database and that this is maintained. We will regularly update the emergency services database with the details stored against each User defined as the User Information. You acknowledge that you are solely responsible for providing to us and maintaining the Customer Information and the User Information. Due to the migratory capability available on VoIP telephony products, it is imperative that where a number has permanently changed address details, you promptly update the User Information through the VoIP Service Portal (or inform us promptly in writing).

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c) if an emergency call is made from a number on the Chicane Platform and the address information is found to be incorrect, we will be notified of this by our Service Providers and we will inform you.

Ofcom requires an amended record to be submitted within two days from notification, and where this is consistently not met, fines may be levied against us by Ofcom. You shall fully cooperate with us to ensure we are able to comply with this obligation. d) any costs incurred by us due to you not accurately maintaining the Customer Information and User Information as specified in this paragraph will be passed on to you with an additional administration fee of £35.

8.4. We may provide you with a landline if you request so. In the event that, for any reason you do not wish us to provide you with a landline and we agree to your request, we strongly recommend you that you maintain a landline for contacting the emergency services.

8.5. By ordering the VoIP Services, you also confirm that it shall be your sole responsibility to make available to your Users, alternative means of accessing emergency calls services, and to inform or otherwise make aware to your Users of the possible limitations of this Service (as set out above).

8.6. In order to use the VoIP Services, it is your obligation to procure at your own cost an Internet connection, either through us or as part of a packaged service through us or through a supplier approved by us.

8.7. You acknowledge that call quality depends on both the specification and availability of the Internet connection service to which you are connected and also on the IP or telecommunications network to which the person being called is connected.

8.8. Where the Internet connection is supplied by a third party, we do not assume any liability or responsibility for the third party Internet connection service or a third party router, and you acknowledge that in such circumstances, we cannot be held responsible for any degradation in voice quality, which may result in broken speech, echo, delay or call failure.

9. Implementation

9.1. We or our appointed agent (or sub-contractor) will deliver the Chicane Equipment at the Premise(s) agreed with you in advance. We will use all reasonable endeavours to deliver the Chicane Equipment by such date as it may be advised to you. However, any delivery date given is an estimate only and we accept no liability for any delay in delivery however caused.

9.2. Where any installation is required and you agree to pay our installation Charges, we or our appointed agent (or sub-contractor) will install the Chicane Equipment or the equipment you purchase from us at the Premises. We will use all reasonable endeavours to install the Chicane Equipment or the equipment you purchase from us by such date as it may be advised to you. However, any installation date given is an estimate only and we accept no liability for any delay in installation however caused.

9.3. Risk in the Chicane Equipment, shall pass to you on delivery to your Premises. You will be liable for any loss or damage to the Chicane Equipment except where caused by us or anyone acting on our behalf.

10. Number Porting

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10.1. We will provide number portability, when our underlying VoIP suppliers allow such capability, in accordance

with this paragraph 10 and with Clause 16 of the Business General Terms (which will apply in connection with number allocation and portability connected to the VoIP services).

10.2. To initiate a request to port a number from another provider you will need to complete a Chicane number port form for each number you wish to port to us. We will send you a Chicane number port form via signable.co.uk which you will need to complete, sign and submit to us via signable.

10.3. Once we receive the Chicane number port form signed by you, we will review it and, if we accept your request, we will counter sign it and send it to you via Echosign.

10.4. Where you agree to transfer to us the call services or VoIP services you receive from another supplier, and your transfer request includes a request for number porting, you authorise us to:

- a) include the telephone numbers to be ported on the relevant number porting request form; and
- b) to forward appropriate details of your porting application for the VoIP Service you order to the losing provider and/or to our Service Providers as applicable.

10.5. You will receive advance notification of the change of service from the losing provider to us and will have to pay the charge and any additional charges related to the number(s) port.

10.6. You acknowledge and agree that the information provided by you on any number porting request form will be used by us when requesting the number port. You acknowledge and agree that, any inaccuracies in this information (e.g. inaccurate or incorrect information) may lead to the number port being rejected by the losing provider. We reserve the right to charge you a reasonable extra Charge for any extra work we need to carry out arising from such inaccuracies and subsequent rejections.

10.7. Our ability to provide access to the VoIP Service from the requested ported numbers is subject to the losing provider and our underlying Service Providers being able and agreeing to port the numbers.

10.8. Where you are provided with a telephone number (including a code) as part of a VoIP Service, then that code and number belongs to us and you will have no right to keep that number nor to sell, dispose or transfer that number at any time. We will use reasonable efforts to ensure that you are able to keep the number during the period of this Agreement but we reserve the right to change the telephone number on reasonable notice at our sole discretion.

10.9. You acknowledge that where a number is to be ported away from a losing provider, this may also result in termination of the line on which the number was previously allocated.

10.10. In some cases our standard VoIP Service may not be compatible for analogue lines that are being utilised for facsimile machines. This may result in loss of service. In these instances an alternative e-fax service will be offered to you on request.