DEFINITIONS

1. DEFINITIONS

1. The following words have the following meaning:

The Agreement' means these terms and conditions and the Customer Order Form.

Customer Services UK Numbers Ltd T/A Selective Networks Designated Carrier

Network' means the telecommunications network. "B" means British

Telecommunications PIC.

Customer means the company, partnership, sole trader or other legal entity named in the Customer Order Form.

"Customer Order Form" means the accompanying document titled Customer Order Form containing details of the Customer and the Services. "Data Services" means the Services relating to data as specified in the Customer Order Form.

"Equipment" means any Equipment supplied by Customer Services UK Numbers Ltd T/A Selective Networks to the Customer.

"Equipment" means any Equipment supplied by Customer Services UK Numbers Ltd T/A Selective Networks to the Customer.

"Line Rental" means rental of the Customer's ISDN or Analogue line(s) previously supplied by BT.
"Minimum Term" means the minimum term in the Customer Order Form or, where applicable, the term specified in a particular section of these terms

and conditions.

"MLU Access" means the automatic insertion of the unique Customer Services UK Numbers Ltd T/A Selective Networks access code by a unit of Customer Services US Numbers Ltd T/A Selective Networks. "Network Services Plan" means the particular Network Services Plan specified in the Customer Order Form.

"Owner" means Customer Services UK Numbers Ltd T/A Selective Networks.

"Preferred Commencement Date" means the preferred date on which that particular Service is due to commence.

"Services" means the services requested by the customer as particularised in the Customer Order Form.

"Site" means the place of Dusiness at which the Services and Equipment are to be provided as specified in the Agreement. "SME" means small medium enterprise.

"Software" means any computer program that was on the Equipment when supplied or that the Customer received separately.

"Commencement date" The commencement date is the date the services ordered as set out on the order form become live, for clarity this is not the order date mentioned on the contract. If your order contains packaged services (i.e. a number of services for a fixed monthly amount) your commencement date is the date the final service went live with Customer Services UK Numbers Ltd T/A Selective Networks.

1.2 Headings are inserted for the ease of reference only and do not affect the interpretation of this Agreement.

2. NETWORK SERVICES (INCLUDING LINE RENTAL)

2.1 Iff the customer migrates its call traffic from Customer Services UK Numbers Ltd T/A Selective Network's network before the expiry of the

onser-mentoneur on the contract, in your order contrains packaged services (i.e. a number of services for a fixed monthly) your commencement date is the date the final service went live with Customer Services UK Numbers Lid T/A Selective Networks.

1.2 Headings are inserted for the ease of reference only and do not affect the interpretation of this Agreement.

2. NETWORK SERVICES (INCLUDION LINE REMTAL)

2.1 If the customer migrates its call traffic from Customer Services UK Numbers Lid T/A Selective Networks reserve its right to invoice an amount equal to the Customer's average monthly gross profit multiplied by the number of months remaining in the Minimum Term

2.2 Customer Services UK Numbers Lid T/A Selective Networks will charge the Customer at the prices set out in the Network Services Plan. (as amended by Customer's Services UK Numbers Lid T/A Selective Networks will invoice the Customer Services UK Numbers Lid T/A Selective Networks will invoice the Customer fails to complete the direct debit form a monthly surcharge of £5 ex ext shall added to the charges). If the Customer fails to make any payment within 14 days of the date of the invoice Customer Services UK Numbers Lid T/A Selective Networks may at any time increase the charges by giving the Customer 30 day's written notice or if less as much notice as reasonably possible in the circumstrances.

2.4 Customer Services UK Numbers Lid T/A Selective Networks may at any time increase the charges by giving the Customer 30 day's written notice or if less as much notice as reasonably possible in the circumstrances.

2.4 Customer Services UK Numbers Lid T/A Selective Networks way on seven days written notice to the Customer, stipulate a reasonable monetary limit that will apply to all charges due or which may become due to Customer Services UK Numbers Lid T/A Selective Networks from the Customer fail at any time the amount of charges payable to Customer Services UK Numbers Lid T/A Selective Networks will immediately postify the Customer and any amounts incu

be in addition we may charge a disconnection fee of £159.00 ex vat for every line and channel whether the agreement has reached the full minim

ree to pay a compensation charge in respect of telephone call traffic, equal to four times the value of average monthly call billing during

the term of this agreement up to and including the month of termination. If you are on a package which includes bundled minutes, the value is the average excess monthly call charges that are not included in your bundle. the average excess monthly call charges that are not ancluded in your bundle.

2.12 Customer Services UK Numbers Ltd T/A Selective Networks may at any time change the Customer Services UK Numbers Ltd T/A Selective Networks Designated Carrier Network, the Services or any Equipment if it needs to do so to comply with any applicable safety or other statutory requirements; or where the change does not materially detract from the quality or performance of the Services. Customer Services UK Numbers Ltd T/A Selective Networks will pay for any change to the Customer Services UK Numbers Ltd T/A Selective Networks will pay for any change to the Customer Services UK Numbers Ltd T/A Selective Networks Vestigated Carrier Network,

Services or Equipment made under this clause 2.13 In the event that the Customer requests Customer Services UK Numbers Ltd T/A Selective Networks to cancel any network transfer or line work

2.13 In the event that the Customer requests Customer Services UK Numbers Ltd T/A Selective Networks to cancel any network transfer or line work order being processed on behalf of the Customer an administration fee of £159 ex vat per line or channel will be charged by Customer Services UK Numbers Ltd T/A Selective Networks to the Customer to be paid within 14 days of the cancellation request being made. If the Customer defers or delays their network transfer or line work order Customer Services UK Numbers Ltd T/A Selective Networks reserves the right to charge an administration fee of £159 ex vat to be paid within 14 days of the request for deferment or delay by the Customer. 2.14 The Customer is solely responsible for all and any imported BT Openreach charges that relate to faults, equipment used by BT engineers, missed appointments, engineer visits or any other charges that BT Openreach may make.

2.15 All and any charges relating to line rental are normally charged in a timely manner, however, Customer Services UK Numbers Ltd T/A Selective Networks reserves the right where necessary to apply and charge the Customer backdated line rental or other charges. The customer is responsible for the payment of these charges in line with their current payment conditions.

2.16 The below only applies to SME's with <10 employees:

a. Automatically Renewable Contracts – these do not apply to you. Once you have completed the minimum term of your contract and wish to cancel, you would need to provide 90 days written notice by recorded delivery of your notice to transfer your services or cancel your contract.

In the process of transferring your services and have 10 days or more before the transfer date, then you can request that we cancel the transfer.

We will act upon this as per your instruction. You will be subject to cancellation charges for the services stated on your contract as per section 2.17 Any unlimited services provided are subject to a fair usage policy of upto 2000 minutes per channel or user. You will be liable to pay for any usage

above this at the Customer Services UK Numbers Ltd T/A Selective Networks standard pence per minute rate.

3. MOBILE SERVICES AGREEMENT

3.1 MOBILE SERVICES AGREEMENT
3.1 Under the terms of the agreement the Customer may be supplied with a number of cellular connections (lines) at different times at the Customer's own request. Each supply will be for a minimum of 13 months from the date of the order and, subject to any other right of termination under the Agreement, may only be terminated by giving 90 days' notice in writing not to expire before the end of the minimum term.
3.2 Where Customer Services UK Numbers Ltd T/A Selective Networks has provided further equipment in respect of any line at a subsidised price (upgrade) or financial support in lieu of equipment (upgrade) support) then the minimum term that relates to that he subject of pay the monthly access charges in relation to each line supplied until the earliest date that the Customer would have been entitled to end each supply.
3.4 When this agreement is terminated Customer Services UK Numbers Ltd T/A Selective Networks will disconnect the Customer from the network and it must pay all charges owed to Customer Services UK Numbers Ltd T/A Selective Networks under the Agreement.
3.5 The Customer will be charged for all use of the lines supplied including:
a. A monthly access charge which is payable one month in advance, together with payment for any extra services which Customer Services UK Numbers Ltd T/A Selective Networks is providing to the Customer;
b. Call charges for all calls made in the previous month according to the Customer Services UK Numbers Ltd T/A Selective Networks tariff which the Customer has chosen;
c. nthe event that the Customer chooses to use the telephone abroad, these charges will include all incoming calls that the Customer receives during that period.

c. n the event that the Customer chooses to use the telephone abroad, these charges will include all incoming calls that the Customer receives during that period.

3.6 The Customer must pay all invoices issued by Customer Services UK Numbers Ltd T/A Selective Networks within 14 days of the date of invoice by Direct Debit (where the Customer fails to complete the direct debit form a monthly surcharge of £5 ex vat shall be added to the charges.) If the Customer fails to make any payment within 14 days of the date of invoice Customer Services UK Numbers Ltd T/A Selective Networks may require the Customer to pay all sums due under this Agreement on demand. The provision for interest on late payment will apply, 3.7 If the network provider exercises any right against Customer Services UK Numbers Ltd T/A Selective Networks to withhold or claw-back payments made by the network operator to Customer Services UK Numbers Ltd T/A Selective Networks to withhold or claw-back payments made by the network or provider or the extent that they are based upon payments from the network operator.

3.8 If any cellular connection is not being used for commercial purposes then Customer Services UK Numbers Ltd T/A Selective Networks to the Customer to the extent that they are based upon payments from the network or adjust any payments, tariffs or discounts made or given in respect of that connection.

3.9 In the event that the Customer wishes to change its mobile services supplier after the relevant minimum term has expired, Customer Services UK Numbers Ltd T/A Selective Networks will arrange for the transfer of the telephone number to the new supplier providing that the customer has given the appropriate period of notice to terminate that supply and upon the payment of a reasonable administration fee and upon all sums due to Customer Services UK Numbers Ltd T/A Selective Networks under this Agreement being paid up to date, together with the payment of a deposit in respect of unbilled calls.

4. DATA SERVICES

4. DATA SERVICES 4.1 Customer Service

4. DATA SERVICES
4. TOUSTOMEr Services UK Numbers Ltd T/A Selective Networks shall provide the Data Services to the Customer according to the terms of the Agreement. A Minimum Term Applies.
4.2 Customer Services UK Numbers Ltd T/A Selective Networks may obtain telecommunication services from a carrier in order to supply the Data Services to the Customer. Customer Services UK Numbers Ltd T/A Selective Networks have the right to change the data provider at any time.
4.3 The Customer accepts that it may not be able to receive the Data Services due to certain technical restrictions. If such technical restrictions are

discovered after the date of the Agreement, Customer Services UK Numbers Ltd T/A Selective Networks shall have the right to immediately terminate the Agreement in whole or in part without prejudice to

any of its rights under the Agreement. 4.4 Customer Services UK Numbers Ltd T/A Selective Networks shall provide the Customer with the Data Services in exchange for the charges set out

in this Agreement. Unless otherwise agreed in writing, the charges shall be payable monthly in advance from the start of the Minimum Term. Payment must be by Direct Debit and will be due 14 days after the invoice date (where the customer fails to complete the direct debit form a Payment must be by Direct Debit and will be due 14 days, after the invoice date (where the customer fails to complete the articler debit form monthly surcharge of 55 ex st at shall be added to the charges). The provision for interest on late payment below will apply.

4.5 Any installation fees associated with the Data Services shall be payable within 14 days of the date of which they are invoiced.

4.6 All fees are subject to change from time to time in the event that the carrier increases its fees to Customer Services UK Numbers Ltd T/A Se Networks. Details of any such increase shall be provided to the customer as soon as reasonably possible.

4.7 If the customer wishes to terminate the Agreement at the end of the minimum term written notice by recorded delivery must be provided Customer Services UK Numbers Ltd.

Customer Services UK Numbers Ltd
Europe Ltd. Such written notice must be provided between 120 days and 90 days prior to expiry of the minimum term otherwise the data services
shall continue for a further period of Customer Services UK Numbers Ltd T/A Selective Networks.'s minimum term (24 months) or if longer the
minimum term stated on the Customer Order Form ("Rollover term"). During any subsequent term following expiry of the minimum term the same notice provisions apply to terminate the data services. If the Customer terminates the Agree Term Customer Services UK Numbers Ltd T/A Selective Networks shall be entitled to charge the customer the charges that w

for the balance of the Minimum Term or Rollover Term.
4.8 If the customer moves from the Sites), Customer Services UK Numbers Ltd T/A Selective Networks shall be entitled to charge the fees that we have been payable by the customer for the

balance of the Minimum Term. If the customer wishes to receive the Data Services at a new Site(s), it may be required by Customer Services UK Numbers Ltd T/A Selective Networks to start a new Agreement 4.9 Nothing in the Data Services sections of the Agreement shall affect the parties' rights of termination or after termination in the general

provisions of the Agreement.
4.10 Customer Services UK Numbers Ltd T/A Selective Networks may at any time change the data Services or any Equipment if it needs to do so to

comply with any applicable safety or other statutory requirements; or where the change does not materially detract from the quality or performance of the data Services. Customer Services UK Numbers Ltd T/A Selective Networks will pay for any change to the Customer Services UK Numbers Ltd T/A Selective Networks Designated Carrier Network, data Services or Equipment made under this clause.

4.11 Any unlimited services provided are subject to a fair usage policy of 40gb per month. You will be liable to pay for any usage above this up to

£2 ex vat per excess gb used.
4.12 If you are subject to a monthly data limit and you exceed this then you will be liable to pay for any usage above this up to £2 ex vat per excess

ers Ltd T/A Selective Networks will always charge the customer a broadband disconnection fee of £45 ex vat ver is the greater) in respect to the order value on signing the Agreement and 60% on the

3. JANES AND MAINTENANCE AGREEMENTS
5.1 The customer shall pay 40% or £500 ex vat (whichever is the greater) in respect to the order value on signing the Agreement and 60% on installation date. Payment shall be due on receipt of the invoice.
5.2 The period of maintenance will start on the Perferred Commencement Date. It will continue for the Minimum Term and then from year to year until terminated at any time by either party giving the other not less than 120 days written notice prior to the anniversary date such no to be sent by Recorded Delivery.
5.3 The customer must pay all Customer Services UK Numbers Ltd T/A Selective Networks invoices for maintenance by direct debit within 14 days of the invoice date, which will be before the period of cover

starts (Where the customer fails to complete the direct debit form a monthly surcharge of £5 ex vat shall be added to the charges). Customer £ UK Numbers Ltd 7/A Selective Networks shall have the right to stop servicing the Equipment if the Customer does not pay on time. \$4.Customer Services UK Numbers Ltd 7/A Selective Networks may from time to time increase the charge for maintenance to account for cost increases. If this increase exceeds 10%, the Customer may by writing to Customer Services UK Numbers Ltd 7/A Selective Networks within 30 the invoice for the increased price terminate the Agreement. Customers will not be allowed to terminate the Agreement if the increase has reform additions made to the system.

5.5 Ownership of the Equipment shall remain with Customer Services UK Numbers Ltd T/A Selective Networks unless it is paid for in full by the Customer. Until that time the Customer will hold it as Customer Services UK Numbers Ltd T/A Selective Networks. Fiduciary agent and bailee. The Customer must keep the Equipment separate from other equipment and it must be properly stored. Protected, invaried and identified as Customer Services UK Numbers Ltd T/A Selective Networks' property. The Customer is not permitted to sell the Equipment and Customer Services UK Numbers

Services UN Number's Ltd 1/A Selective Networks property. The Customer is not permitted to sell the Equipment and Customer Servi Ltd 1/A Selective Networks can insist on lits return.

5.6 On expiry of Customer Services UK Numbers Ltd T/A Selective Networks associated lease agreements, the leased system(s) become Customer Services UK Numbers Ltd T/A Selective Networks. An invoice will be raised for secondary rental or title of the Equipment u Equipment is returned to Customer Services UK Numbers Ltd T/A Selective Networks at 2 Thomas Holden Street, Bolton BL1 2QG in good working

condition by the customer within 30 days of the expiry of the lease.
5.7 If requested within the manufacturer's warranty period, Customer Services UK Numbers Ltd T/A Selective Networks will replace faulty items free of

condition by the customer within 30 days of the expiry of the lease.

5.7 If requested within the manufacturer's warranty period, Customer Services UK Numbers Ltd T/A Selective Networks will replace faulty items free of charge with an identical model or one with similar capabilities, customer Services UK Numbers Ltd T/A Selective Networks will do this only if Customer Services UK Numbers Ltd T/A Selective Networks supplied the Equipment to the Customer, the Equipment has been maintained only by Customer Services UK Numbers Ltd T/A Selective Networks supplied the Equipment to the Customer, the Equipment has been maintained only by Customer Services UK Numbers Ltd T/A Selective Networks supplied the Equipment to the Customer, the Equipment has been maintained only by Customer Services UK Numbers Ltd T/A Selective Networks shall ensure that the performance of the Equipment and the servicing meet the approved standard of the manufacturer including telephone technical support for maintenance, an engineer's visit to Site when required, service of the central control unit and all components within it, service of key phone instruments, service of Voicemail—auto attendant hardware' and headsests' (*only covered if stated in the Agreement). Customer Services UK Numbers Ltd T/A Selective Networks will endeavor to respond to reported faults within the level of service taken by the Customer but at not in the will a failure by Customer Services UK Numbers Ltd T/A Selective Networks to do so be construed as a material breach of the Agreement. Maintenance will not cover failure due to changes to or disconnection from the approved system, failure of any supplies or connected services, changes in the environment, ancillary items including but not limited to answer phones, call loggers, payphones, public address systems, printers, external music on hold sources, system cabling and consumables unless otherwise agreed in writing and a force majeure event as defined in the Agreement. Any wilful or accidental damage caused by any ilq

Customer Services UK Numbers Ltd 7/A Selective Networks may agree to work outside normal working hours but the Customer shall be liable for paying to Customer Services UK Numbers Ltd 7/A Selective Networks any overtime charges for relevant staff.

5.12 Customer Services UK Numbers Ltd 7/A Selective Networks shall altempt to install the Equipment at the Premises so that the Service can be provided on or before the Preferred Commencement. Date agreed by Customer Services UK Numbers Ltd 7/A Selective Networks. Any installation date shall be an estimate only and Customer Services UK Numbers Ltd 7/A Selective Networks shall not be liable for any failure to meet such installation date. Should the Customer Prevent Customer Services UK Numbers Ltd 7/A Selective Networks shall not be liable for any failure to meet such installation dates. Should the Customer Services UK Numbers Ltd 7/A Selective Networks shall not be liable for any failure to meet such installation dates. Should the Customer Services UK Numbers Ltd 7/A Selective Networks from delivering or installing the Equipment shall be final. Customer Services UK Numbers Ltd 7/A Selective Networks shall not be liable for any failure of installation but Customer Services UK Numbers Ltd 7/A Selective Networks shall be final. Customer Services UK Numbers Ltd 7/A Selective Networks accepts no liability whatsoever for any loss the Customer or any third party may suffer as a result of installation of the Service.

5.13 Customer Services UK Numbers Ltd 7/A Selective Networks was expended to see the Services of any of the following apply. Customer Services UK Numbers Ltd 7/A Selective Networks believes or is advised it is necessary because of technical problems or work on the network or for reasons of safety. Customer Services UK Numbers Ltd 7/A Selective Networks believes or is advised it is necessary to prevent fraud taking place. Customer Services UK Numbers Ltd 7/A Selective Networks believes or is advised it is necessary to prevent fraud taking place. Customer Services

6. TERMINATION

6.1 Without prejudice to any other rights or remedies under the Agreement or at law, Customer Services UK Numbers Ltd T/A Selective Networks may b. I witnout prejudice to any other rights or remeiles under the Agreement or at law, Customer Services UK Numbers Ltd 1/A selective Networks may terminate this Agreement or cancel the Services at any Site immediately by serving written notice on the customer if:

a. the Customer becomes insolvent or is subject to a court winding up order; or

b. the Customer commits a breach of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within 14 days of receiving written notice to do so from Customer Services UK Numbers Ltd 1/A Selective Networks.

6.2 The Customer may terminate this Agreement immediately by serving written notice on Customer Services UK Numbers Ltd 1/A Selective Networks if:

a. Customer Services UK Numbers Ltd T/A Selective Networks becomes Insolvent; or b. Customer Services UK Numbers Ltd T/A Selective Networks commits a breach of any material obligation under the Agreement and (in the case of a remedial breach) falls to remedy the breach within 14 days of receiving written notice to do so from the Customer. 6.3 Upon termination of any part of the Agreement, all amounts owed by the Customer to Customer Services UK Numbers Ltd T/A Selective Networ become immediately due and payable in

full on demand and the Customer must:

a. immediately stop using the Services that have terminated;
b. immediately stop using the Equipment, and
c. permit Customer Services UK Numbers Ltd T/A Selective Networks to enter the site(s) during normal business hours to remove the Equipment.

The Customer's obligations in respect of the Equipment will continue to apply until Customer Service UK Numbers Ltd T/A Selective Networks has removed the Equipment 6.4 Customer Services UK Numbers Ltd T/A Selective Networks has removed the Equipment 6.4 Customer Services UK Numbers Ltd T/A Selective Networks will not be liable for any further programming required by the Customer.

6.5 The provisions of this clause remain in force despite the termination of the Agreement.

7. GENERAL PROVISIONS
7.1 All sums due to Customer Services UK Numbers Ltd T/A Selective Networks under the Agreement are exclusive of Value Added Tax and any other All Sulms due to dissolved services Un Ambildes Etal //A Selective Networks sumel the Agricement are excusive or value Ambildes at an any other likeable taxes which may from time to time be introduced, which shall be charged in accordance with the relevant regulations in force at the time naking the taxable supply and must be paid by the Customer. If payment should not be received within 30 days from the date of the invoice, Customer Services UK Numbers Ltd T/A Selective Networks will be

entitled to charge (in addition to interest and any legal cost ordered by the court and without prejudice to any other rights or remedies available to Customer Services UK Numbers Ltd T/A Selective Networks) the sum of £85 ex vat in administrative cost incurred by Customer Services UK Numbers Ltd T/A Selective Networks in taking steps to secure payment. Customer Services UK Numbers Ltd T/A Selective Networks will charge customers who request

T/A Selective Networks in taking steps to secure payment. Customer Services UK Numbers Ltd T/A Selective Networks will charge customers who request paper billing at the cost of 2.250 ex yat per paper bill provided.

7.3 The customer will pay interest at a rate of 3% over the Bank of England Base Lending Rate applicable at the time per month on all overdue amounts from the date payment is due until the Customer has paid in full.

7.4 The agreement is the entire agreement between the Customer and Customer Services UK Numbers Ltd T/A Selective Networks.

7.5 The agreement applies to all litems of Equipment Individually. If any Item fails, it will not affect the rights and liabilities of either party for the other items.

7.6 The Customer's duties under the Agreement must be made in writing and delivered by hand or sent by registered post, or by recorded post when specifically required by these terms to the other party's address. The address will be the one stated in the Agreement, the registered office (for a limited company) or the last known address of the other party. The notice will be taken to have been delivered on the date of acknowledgment.

7.8 Customer Services UK Numbers Ltd T/A Selective Networks reserves the right to assign, sub-contract or otherwise deal with all or any of its rights and obligations arising under the Agreement. The customer may not assign this contract without having first received written authority from Customer Services UK Numbers Ltd T/A Selective Networks, such authority not to be unreasonably withheld. 7.9 The unenforceability of any term of the Agreement will not affect the enforceability of any term of the Agreement will not affect the enforceability of any term of the Agreement will not affect the enforceability of any term of the Agreement as any rights under the Contracts (Rights of Third Parties Act 1999) to enforce any of the Agreement.

Agreement.
7.11 The parties shall not be liable to the other except as expressly set out in the Agreement. Unless otherwise expressly stated, either party's liability in

contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of either party's obligations under the Agreement is limited to £5,000 ex vat for one event or series of related events and £15,000 ex vat in total for all events arising in

contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of either party's obligations under the Agreement is limited to £5,000 ex var for one event or series of related events and £15,000 ex var in total for all events arising in any twelve month period.

Customer Services UK Numbers Ltd T/A Selective Networks and its suppliers and service providers do not offer or guarantee a fault free service and without prejudice to the Customer's obligations to pay Customer Services UK Numbers Ltd T/A Selective Networks the charges for any Equipment, the parties shall not be liable to the other party under the Agreement in contract, tort (including negligence) or otherwise for any loss of revenue, business, contracts, anticipated savings or profits. Nothing in this Agreement excludes or restricts either party's liability for death or personal injury resulting from that party's negligence or its employee's negligence while acting in the course of their employment or for anything else for which the parties cannot at law limit or exclude their liability. The provisions of this Clause continue to apply despite the termination or expiry of the Agreement.

7.12 Neither party will be obliged to carry out any obligation under the Agreement where performance of such obligation is prevented due to any cause beyond the party's reasonable control, including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, war, military operations, or rich or difficulty, dealy or failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or of some short the party for some forming all or a material part of its obligations during that period either party may by giving 14 days

such documents, drawings and information are confidential and will not be copied, disclosed or used (except for the purpose for which they wer supplied) without Customer Services UK Numbers Ltd T/A Selective Networks is prior written consent.

supplied) without Customer Services UK Numbers Ltd T/A Selective Networks.'s prior written consent.

7.15 Fallure by either party to enforce any of its rights under the Agreement is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing. Part or all of any clause of the Agreement that is unenforceable or illegal will be severed from the Agreement and will not affect the enforceability of the remaining provisions of the Agreement.

7.16 Customer Services UK Numbers Ltd T/A Selective Networks shall not be responsible for call charges resulting from fraudulent use of the Equipment or Services by the Customer or any third parties and the Customer agrees to pay all additional charges related to such fraud. Customer Services UK Numbers Ltd T/A Selective Networks will automatically provide Exceptional Call Reporting over to cover this risk and the cost of that Exceptional Call Reporting cover will be paid by the customer. This clause will always apply unless the customer services UK Numbers Ltd T/A Selective Networks that the customer does not want this Exceptional Call Reporting cover to apply.

7.17 The Customer accepts that it is technically impracticable to provide telecommunications services which are entirely free of faults and Customer Services UK Numbers Ltd T/A Selective Networks

7.18 Customer Services UK Numbers Ltd T/A Selective Networks reserves the right to apply this clause in the alternative to any other provisions in the terms for the calculation of loss arising from a Customer's breach of contract. If the Customer gives less than the specified amount of written notice terminate this agreement or ceases to us the Services or a part threeof (including reduced usage) or attempts to terminate this Agreement roir to it.

Costomer Services Oximities Ltd 1/A Selective Networks televies the right to apply and clause in the alternative to any other provisions in these for the calculation of loss arising from a Customer's breach of contract. If the Customer gives less than the specified amount of written notice to inate this agreement or ceases to use the Services or a part thereof (including reduced usage) or attempts to terminate this Agreement prior to the right of the Minimum Term or any subsequent period equivalent to the Minimum Term or fails to achieve any minimum call spend as set out on the seement, or if the Customer is in breach of this Agreement, Customer Services UK Numbers Ltd T/A Selective Networks reserves the right to invoice greement, or if the Customer is in breach of this Agreement, Customer Services UK Numbers Ltd T/A Selective Networks reserves the right to invine Customer for the loss it suffers, which includes loss of revenue for the short notice given for the balance of the Minimum Term based upon an verage of 6 calendar months bills of the Customer in which periods the Customer has made full use of the Services (or such lesser period as is avail pon termination Customer Services UK Numbers Ltd T/A Selective Networks shall be entitled to raise invoices for all sums due and all invoices whenever raised jash all become due for payment immediately, 7.19 The Customer must not use or allow others to use fuguinement or Services rovided for any improper, immoral or unlawful purpose. If Customer Services UK Numbers Ltd T/A Selective Networks incurs any liability to any p r any expense arising from such use, the Customer will promptly reimburse such amounts to Customer Services UK Numbers Ltd T/A Selective Networks as soon as it becomes aware of any fraud, decer unauthorised or unlawful use relating to the Equipment or Services. The Customer must advise Customer Services UK Numbers Ltd T/A Selective Networks in mitting if it changes its address. The Customer must adoptive Customer Services UK Numbers Ltd T/A Selective Networks and provide Customer Services UK Numbers Ltd T/A Selective Networks and provide Customer Services UK Numbers Ltd T/A Selective Networks with all information relevant to the Services provides the terrogeneous description and the services of the Services provides the Services UK Numbers Ltd T/A Selective Networks with all information relevant to the Services provides the services of the Services of the Services provides the services of the Servic

contract for services automatically rolls over pursuant to any terms contained herein these Terms and Conditions will apply to the rolled over vices UK Numbers Ltd T/A Selective Networks re ves the right in its absolute discretion to make any contact. Customer services Or Notinees Eur I/A selective reterrois is review the right in its absolute discletion to make any testionable to interest mental management and conditions and any amendments made pursuant to this clause will be published within the Terms and Conditions contained on the Customer Services UK Numbers Ltd error selective. Networks website www.Customer Services UK Numbers Ltdeurope.co.uk 7.21 The Agreement is governed by English have and disputes will be subject to the exclusive jurisdiction of the English Courts. 221 nr efference to the Fault Assurance Service – The customer is not eligible for Fault Assurance credits in the event the lines, as notified within the BT