

DIGIQUIP GROUP LIMITED
NETWORK SERVICES AGREEMENT
TERMS & CONDITIONS



network

Services Agreement

1. DEFINITIONS

“Agreement” means these Terms and Conditions, the Network Services Order Form and any other documents referred to in these terms or the Network Services Order Form.

“Equipment” means the equipment, machinery, hardware and software supplied by Digiquip to you as set out in the Network Services Order Form. Separate terms and conditions in respect of the supply and maintenance of the Equipment (“Equipment Supply and Maintenance Agreement”) can be made available on request.

“Minimum Term” means 5 years from the date of this Agreement.

“Network Services Order Form” means the separately completed order form to which these conditions are attached specifying the Services and the Rates.

“Rates” means the rates for the Services as specified in the Network Services Order Form and as varied from time to time by Digiquip in accordance with the terms of this Agreement.

“Service Provider” means any third party which provides the same or similar services as are provided by Digiquip under this Agreement.

“Services” means the provision of the telecommunication services set out in the Network Services Order Form and any other services which Digiquip agrees to provide during the continuation of this Agreement.

“Digiquip” means Digiquip Group Limited a limited company registered in England and Wales under company registration number 07047978 whose registered office is situated at AYP Advisory Limited, Windrush House 15 Marshall Avenue Worthing BN14 0ES and (where the context requires any subsidiary and/or associated company of Digiquip Group Limited but not so as to impose on any such subsidiary and/or associated company any liability to you under this Agreement).

“You” means the person named in the Network Services Order Form being the recipient of the Services to be supplied by Digiquip under this Agreement.

2. COMMENCEMENT OF AGREEMENT

This Agreement commences from the date the Services become available for use in accordance with the provisions of this Agreement (“the Term”). You acknowledge that if more than one Service is supplied under this Agreement, each Service may become available on different dates. For the sake of clarity, the Term commences from the date the first Service becomes available for use. Any sections of this Agreement that apply only to a certain Service will come into force when that Service becomes available for use.

3. DURATION OF AGREEMENT

3.1 This Agreement continues until terminated in accordance with these conditions.

3.2 Initially the duration of this Agreement will be the Minimum Term. The reason for this is so that Digiquip can provide Services on a discounted or free basis for the first year. For the remainder of the Term the Services will be provided at Digiquip’s standard rate.

3.3 The Agreement will automatically renew after the expiry of the Minimum Term for a further one year (the “Additional Term”) unless a Notice of Termination is served on Digiquip prior to forty- two (42) days before the expiry of the Minimum Term.

3.4 The Agreement will automatically renew after the expiry of the Additional Term (and each subsequent Additional Term) unless a Notice of Termination is served on Digiquip prior to forty-two (42) days before the expiry of each Additional Term.

4. SERVICES

4.1 Digiquip shall provide the Services to you during the Term of this Agreement in return for payment by you of the Rates and any other sums agreed between the parties as payable in consideration for the Services.

4.2 Digiquip shall provide the Services to you with reasonable care and skill.

4.3 Digiquip shall make the Services available to you as soon as reasonably practicable after Digiquip has accepted your order and subject to any industry processes to which Digiquip is subject.

4.4 All telecommunication services are supplied utilising the telephone lines, cabling, equipment and machinery of such third party telecommunication Service Provider as Digiquip may from time to time select.

4.5 These Terms and Conditions are subject to review from time to time by Digiquip. Digiquip shall be entitled to send to you up-dated Terms and Conditions or an abstract of amended, altered or varied Terms and Conditions. You agree that if you continue to use the Services including where applicable the Equipment following receipt of such revised Terms and Conditions you will be bound by the revised Terms and Conditions.

4.6 If at any time during this Agreement you instruct Digiquip to revert your lines from VoIP to fixed lines (e.g. analogue, ISDN2 or ISDN30) for whatever reason you will indemnify Digiquip in full for all costs incurred by Digiquip in reverting the lines and pay Digiquip's charges for such works as may be required to effect your instructions at Digiquip's current rates from time to time in force. Upon completion of the reversion works standard line rental charges will apply and you will pay those in addition to payments you are making for the other Services provided by Digiquip at Digiquip's current rates from time to time in force.

5. USE OF THE SERVICES

5.1 You will not use the Services:

5.1.1 for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

5.1.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or

5.1.3 in a manner which allows third parties to interfere with or corrupt the Services and/or the Equipment in any way; or

5.1.4 in breach of any statutory provision or regulation from time to time in effect relating to transmission of telecommunication services; or

5.1.5 in a way which is in any way unlawful or fraudulent, or has any unlawful or fraudulent effect; or

5.1.6 in any manner which shall contravene the requirements from time to time of any Service Provider.

5.2 You agree that if you experience any faults or other problems with the Services or any equipment you will report these immediately to Digiquip and not any third party including but not limited to BT or any other Service Provider unless advised to do so by Digiquip. Digiquip will not be responsible for responding to faults in any time frame stipulated by any third party.

5.3 If the Services include any free call allowance, any 'unused' minutes will not be carried forward to any subsequent Account unless otherwise specified in writing between Digiquip and you. Digiquip has no liability to compensate you in respect of any free call allowance not used by you.

5.4 You agree to exclusively use Digiquip for all your call routing.

5.5 Where Digiquip has agreed to provide you with a broadband service you agree to comply with the Acceptable Use Policy in relation to your use of the broadband service. The policy is reproduced in the Schedule to this Agreement.

6. RATES, CHARGES AND PAYMENT

6.1 Subject to the provisions of clause 8 (Price Defender), Rates for the Services will be as set out in the Network Services Order Form of this Agreement. Digiquip reserves the right to vary the Rates and any other charges without prior notice and nothing in this Agreement shall oblige Digiquip to retain its Rates for the Services at a specific rate for any specific period.

6.2 You are responsible for all charges in respect of the supply of the Services to the telephone numbers nominated by you for use. All persons using the Services are deemed to be authorised by you and you must pay all charges arising out of the Services whether or not arising from misuse or unauthorised use of your telephone system.

6.3 On termination of this Agreement you accept full responsibility to ensure that all telephone numbers nominated by you for use are appropriately decommissioned or transferred to your new provider. In the event of any calls being routed via Digiquip's network after termination our Standard Charges will continue to apply.

6.4 All prices quoted are exclusive of Value Added Tax.

6.5 Charges will be calculated by sole reference to the data and records maintained by Digiquip which shall be final in determining the amount payable by you except only in the case of manifest error.

6.6 Digiquip reserves the right to set a minimum call charge on any calls and to vary this at any time in its absolute discretion.

6.7 All Charges payable by you will be shown on a monthly statement issued by Digiquip ("Account"). Any allegation as to manifest error in an Account must be notified in writing sent by recorded delivery by you to Digiquip within fourteen (14) days of the date of the applicable Account.

6.8 Digiquip shall investigate with all good faith any allegation of manifest error in an Account and shall inform you of the outcome of such investigation. Any refund of any charges wrongly debited to you shall be made only where Digiquip accepts manifest error and will be paid by way of credit to your next following Account.

6.9 You agree to pay Digiquip the total sum shown in any and all Account(s) within fourteen (14) days of the date of such Account. Digiquip shall be entitled (in addition to all other remedies and rights under this Agreement) to claim interest at a rate of 8% above National Westminster Bank Plc's rate from time to time in force on any unpaid overdue balance.

6.10 Digiquip is entitled to require payment from you of a deposit against your liability under this Agreement as a condition of the continuation of the Services.

6.11 You shall indemnify Digiquip against all costs incurred in collecting any overdue amounts owing by you.

6.12 You will fully indemnify Digiquip against all claims made against it by any third party for which it has become or might be liable due to a cause beyond its control arising from this Agreement including, but not limited to, user error.

6.13 You agree to fully indemnify Digiquip in respect of all costs and expenses incurred by Digiquip as a result of your failure to pay any sums due by the due date. For the avoidance of doubt this includes the administrative costs incurred by Digiquip from sending letters requesting payments from you at a rate of £25.00 per letter.

7. DIRECT DEBIT PAYMENTS

You will make payment in respect of Accounts by Direct Debit to such bank account nominated for such purpose as Digiquip shall direct and failure by you to pay by Direct Debit shall incur an additional charge of two pounds fifty (£2.50) per month to cover Digiquip's additional costs. You also agree to indemnify Digiquip for all other costs, expenses or any other losses arising from your failure to make payments by Direct Debit or from cancelling an existing Direct Debit.

8. PRICE DEFENDER

8.1 Throughout the Minimum Term of this Agreement Digiquip shall operate a "Price Defender" scheme whereby Digiquip shall use reasonable endeavours to ensure that you receive the most competitive charges for line rental, call charges and other network services. For the avoidance of doubt, the Price Defender does not include or cover Broadband rental charges, equipment maintenance or equipment rental.

8.2 In order to benefit from the Price Defender you shall first provide Digiquip with a written quote from another telecommunications service provider (excluding quotes direct from carriers) ("the Quote"). The Quote must be, in Digiquip's reasonable opinion, a proper quote for comparable services - covering call charges UK & International, landline & mobile, call connection & set up charges, line rental charges for analogue, ISDN2e & ISDN30e. For the avoidance of doubt the Price Defender Scheme does not cover offers of call bundling or free call packages from other providers. Where the services are provided under a Service Plan or Rental Plan the Price Defender Scheme can only be used for Matching or Beating a competitor's quote for call charges and any line rental charges excluding broadband/fibre rental falling outside of the 'fixed' service/Rental plan charge.

8.3 In pursuance of its obligations under clause 8.1 (Price Defender), Digiquip shall in its sole discretion use its reasonable endeavours to provide the Services at charges which match or beat the Quote. Digiquip will endeavour to notify you within 30 days of its decision as to whether your charges will be varied.

8.4 In the event that Digiquip is unable to match or beat the Quote then you will be able to terminate this Agreement within the Minimum Term by providing Digiquip with at least 30 days' notice in writing without penalty provided that you have paid all outstanding charges due to Digiquip under all the agreements you have with Digiquip up to and including the date of the expiry of the notice. This Price Defender is exclusive to this Network Services Agreement and does not include any other contract or minimum term agreement you have entered into.

9. ACCOUNTS

9.1 Digiquip will endeavour to provide to you a statement of account each month. You have the right to request a second or subsequent copy of any such Account. In the event that you do request a copy or copies of any Account from Digiquip you acknowledge that Digiquip will incur administration costs in producing and supplying to you such copy or copies and by making a request to Digiquip you agree to be liable for Digiquip's administration charges (the "Copy Account Charge").

9.2 The Copy Account Charge will be debited from your next Account and will be payable by you in accordance with the terms of this Agreement.

10. TERMINATION

10.1 Either party may terminate this Agreement by giving to the other not less than forty-two (42) days' notice in writing. This notice must expire at the end of the Minimum Term or at the end of the Additional Term whichever is applicable. Any notice received which does not comply with the provisions of this sub-clause will be treated as a notice to terminate at the earliest possible date of termination established under this Clause. If you wish to terminate this Agreement otherwise than in accordance with the provisions of this Clause, you may do so if you agree to pay to Digiquip the sum calculated in accordance with Clause 11 (Termination Fee).

10.2 Notwithstanding the foregoing, Digiquip may terminate this Agreement immediately if:

10.2.1 you breach any provision of this Agreement;

10.2.2 you commit an act of insolvency or an act of bankruptcy;

10.2.3 you fail to make any payment when it becomes due;

10.2.4 any licence required by you to run your telecommunications system and/or connect it to the telecommunication system of the Service Provider is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence; or

10.2.5 you transfer the Services to another Service Provider and do not return the Services to Digiquip within 48 hours of Digiquip serving notice upon you requiring you to return the Services. In such circumstances you will be solely responsible for any charges levied by the third party Service Provider as a result of you returning the Services to Digiquip.

10.3 Upon termination of this Agreement (however this may arise), you will allow Digiquip (or those authorised by Digiquip) to enter the premises where the Equipment is installed and to retake possession of the Equipment. On entering such premises Digiquip shall be entitled to undertake all work necessary to remove the Equipment and will not be liable for any damage or alleged damage caused. For the avoidance of doubt this will include termination in accordance with clause 8.4 (Price Defender).

11. PAYMENT ON TERMINATION

11.1 If this Agreement is terminated by either party you will (without prejudice to any claim for damages by Digiquip for the breach of this Agreement) pay to Digiquip the following without deduction ("the Termination Fee"):

11.1.1 all sums (howsoever arising) which have fallen due to Digiquip up to and including the date of termination; and

11.1.2 all rental charges (including but not limited to the rental and broadband rental and call charges) and all Standing Charges which would have been payable by you to Digiquip from the date of termination to the date of expiry of the Minimum Term or the Additional Term as the case may be; and

11.1.3 all costs and expenses incurred by Digiquip collecting or attempting to collect from you the Equipment; and

11.1.4 all and any other costs or expenses incurred by Digiquip in respect of the Services up to the date of termination; and

11.1.5 if this Agreement includes a commitment on you to use Digiquip for call routing, and you cease call routing before the expiry of the Minimum Term or the Additional Term as the case may be, you will become liable for an additional charge to be calculated as follows the average monthly call spend by you for the period up to and including the last complete month use of call routing prior to the month within which the date of termination occurs/you ceasing to use call routing x the number of billing months remaining until expiry of the Minimum Term or expiry of the Additional Term (as the case may be).

11.2 You agree that the Termination Fee allows for various costs of acquisition, administration, costs and other expenses being a pre-estimate of Digiquip's loss if either party terminates this Agreement.

11.3 The Termination Fee shall be added to your final Account.

11.4 The Termination Fee will be discounted by Digiquip by such sum as reflects the saving to Digiquip in no longer providing the Services to you and further such sums will be discounted by Digiquip to reflect early receipt of payment provided always that the value of such discount is within the absolute discretion of Digiquip.

12. SUSPENSION AND/OR DISCONNECTION OF THE SERVICES

12.1 Digiquip may suspend forthwith the provision of the Services and/or disconnect the services until further notice without liability to you on notifying you either orally (confirming the same in writing) or in writing in the event that:

12.1.1 you are in breach of any term of this Agreement or otherwise you have failed to pay when due any sum payable to Digiquip in respect of any other contract or agreement between Digiquip (or any associated company of Digiquip) and you; or

12.1.2 you prevent or delay prearranged maintenance from being carried out; or

12.1.3 you are suspected in Digiquip's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Services; or

12.1.4 as a consequence of your use of the Services any Service Provider shall notify Digiquip that your use of the Services is in breach of the terms of business imposed by such Service Provider, or otherwise they refuse to transmit telecommunication services originating from you.

12.2 Without limitation to the foregoing, Digiquip may suspend and/or disconnect the Services if required to do so by any competent authority, if it needs to carry out any maintenance operations if Digiquip receives notification from the Service Provider of their

requirement to suspend and/or disconnect the Services or if suspension and/or disconnection is required for any other reason beyond Digiquip's reasonable control.

12.3 Digiquip reserves the right to suspend or disconnect the Services (this includes, but is not limited to, restricting inbound and outbound calls) by means of a remote dial.

12.4 Digiquip reserves the right within its absolute discretion to reconnect any disconnected Services but will debit a charge of seventy-five pounds (£75.00) to your account being the reconnection charge.

13. MAINTENANCE

13.1 Digiquip shall use all reasonable endeavours to ensure the Services are available for the use in accordance with standards for the time being set out in Digiquip's catalogues which are available on request from Digiquip. Digiquip does not warrant that the Services will be available at any particular time or continuously but Digiquip will use its reasonable endeavours with its absolute discretion to resolve any faults as soon as practicable.

13.2 Nothing in this Agreement shall have the effect of placing Digiquip under any obligation to maintain the Equipment. Any obligation on Digiquip for the maintenance of the Equipment shall be the subject of a separate agreement.

13.3 It is crucial that you immediately notify Digiquip of any fault in the Services and do not notify BT or any other third party as this will be done by Digiquip. Failure to observe this requirement could result in delay or depleted service until Digiquip can notify its appropriate suppliers. Digiquip will be deemed to receive the notice in accordance with the provisions of this Agreement. Digiquip shall use its reasonable endeavours, during Digiquip's normal working hours, to remedy such a fault and/or reinstate the Services. This may (where this will retain provision of the Services) include provision by Digiquip of an appropriate pre-fix dial code to enter prior to the making of a telephone call and you agree to enter such code until such time as Digiquip may inform you that the Services are available for use without the need for such code to be entered.

13.4 Digiquip will be entitled to enter your premises at all reasonable times to inspect, carry out (where necessary) servicing or maintenance of the Equipment.

13.5 Digiquip shall be responsible for the cost of all preventative maintenance and/or servicing of the Services required in the reasonable opinion of Digiquip. You will be responsible for the cost (at Digiquip's usual charging rates from time to time) for all maintenance, loss and damage arising from:

13.5.1 negligence, default or misuse of the Services or use for a purpose for which the same was not supplied or otherwise as a consequence of breach of the terms of this Agreement by you; or

13.5.2 any fault, incompatibility or malfunction arising from or associated with use of the Services with any other telecommunications system or other computer or communication equipment not supplied or approved by Digiquip; or

13.5.3 any other cause beyond the reasonable control of Digiquip.

13.6 Digiquip shall have the right to charge you at Digiquip's usual charging rate for any and all costs incurred where Digiquip is requested to carry out any maintenance or repair which in Digiquip's reasonable opinion is unnecessary or is performed outside Digiquip's usual working hours.

13.7 If required by Digiquip you will enter into an Equipment Maintenance Agreement with Digiquip in connection with the Equipment so as to provide for the proper servicing, maintenance and performance of the Equipment. Such an Equipment Maintenance Agreement will be subject to Digiquip's standard Terms and Conditions applicable from time to time to such agreement and subject to Digiquip's standard charges from time to time. The Equipment Maintenance Agreement will be maintained by you throughout the duration of this Agreement.

13.8 Digiquip reserve the right to access the system by means of a remote dial in for any reason within its absolute discretion. This includes but is not limited to resolving any faults or carrying out health checks on the system.

14. LIABILITY

14.1 Digiquip shall not be liable to you for any loss of revenue, loss of business, any purported loss of profit or any other form of consequential loss howsoever arising.

14.2 Digiquip shall not incur any liability in respect of charges incurred by you in respect of any alternative telephone facilities implemented as a consequence of temporary interruption in the Services.

14.3 Where there is a temporary cessation of the Services or otherwise a fault which prevents the full use of the Services arising as a consequence of a cessation or fault on the part of the Service Provider, Digiquip shall use reasonable endeavours to claim on behalf of you (upon receiving notification of the fault from you and all information as Digiquip may request from time to time in connection with the

fault) compensation from the Service Provider. Digiquip's liability under this clause shall at all times be limited to the amount of compensation as shall be payable from time to time by the Service Provider in the circumstances as shall have arisen at such time less Digiquip's reasonable costs of recovery. For the avoidance of doubt Digiquip shall not be liable to you for any loss howsoever caused or arising due to faults falling within this clause.

14.4 Digiquip shall not be liable to you for any third party interference (either internal at your premises or external e.g. "hackers") with the Equipment or the Services nor as a consequence of abuse or misuse thereof.

14.5 Digiquip will not be liable for loss occasioned by failure or errors committed by third parties or failure of equipment belonging to third parties including but not limited to BT Networks failures or errors.

14.6 Where the extension billing option has been requested Digiquip will use its best endeavours to provide the extension information. Digiquip shall not be liable to you if the extension information is not available for whatever reason.

14.7 If the Services involve Digiquip programming any equipment for least cost routing then Digiquip shall not be responsible for de-programming the system if you change supplier. Digiquip can in its absolute discretion agree to de-programme the Equipment but you will be liable for a charge in this respect which will be determined by Digiquip.

14.8 Any equipment or network features which are provided by a third party and are not to be transferred to Digiquip will not in any circumstances be the responsibility of Digiquip.

14.9 You shall be solely responsible for any charges incurred to any third party as a result of you entering into this Agreement with Digiquip unless Digiquip agrees with you in writing otherwise. For the avoidance of doubt such charges include but are not limited to any termination fees charged by your previous service provider for which you become liable as a result of terminating their services.

14.10 Where Digiquip, in its reasonable opinion, considers a charge raised by a third party to be excessive or unreasonable, Digiquip reserves the right, but shall not be obliged to, take issue and seek to reach resolution with the third party on your behalf in respect of the charge(s). You shall remain solely responsible for any charges incurred in accordance with 14.9 above unless Digiquip informs you otherwise.

14.11 Digiquip will not seek to resolve any issue in connection with third party charges unless you have first paid the sum of that charge in full to Digiquip. In the event that Digiquip successfully negotiates a reduction and/or cancellation of a third party charge, Digiquip will return any monies due back to you.

14.12 Digiquip cannot guarantee and do not warrant that the Services will be free of interruptions or will be fault-free at all times and we will not be liable for any loss or damages should the Services be interrupted from time to time. You accept that there may also be degradations of the quality of the Services from time to time due to matters beyond our control (including but not limited to the fact that broadband supply and connection and downloading speeds will vary depending on distance from the exchange) and that Digiquip will not be liable for any loss or damages should the quality of the Service Digiquip provide be affected by such matters

15. CIRCUMSTANCES BEYOND OUR CONTROL

15.1 For the purposes of this clause 15 the term "Force Majeure Event" shall mean an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by Digiquip for the performance of the Services; breach of contract by any essential personnel; any other matter or cause beyond the control of Digiquip.

15.2 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this agreement caused by a Force Majeure Event.

15.3 The party claiming the Force Majeure Event will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

15.4 If the party claiming the Force Majeure Event has complied with clause 15.3 its performance under this Agreement will be suspended for the period that the Force Majeure Event continues and the party will have an extension of time for performance which is reasonable and in any event equal to the period of delay or stoppage. As regards such delay or stoppage:

15.4.1 any costs arising from the delay or stoppage will be borne by the party incurring those costs;

15.4.2 either party may, if the delay or stoppage continues for more than 90 continuous days, terminate this agreement with immediate effect on giving written notice to the other and neither party will be liable to the other for such termination; and

15.4.3 the party claiming the Force Majeure Event will take all necessary steps to bring that event to a close or to find a solution by which this agreement may be performed despite the Force Majeure Event.

16. NOTICE

16.1 Any notice or other correspondence which needs to be given by you to Digiquip Group Limited will be deemed to be received by Digiquip Group Limited -

16.1.1 if sent by recorded delivery to the address as appears on the last invoice rendered to you (or such other address as may be prescribed by Digiquip Group Limited for that purpose in writing to you during the continuation of this Agreement) two working days following the date on which the notice was posted;

16.1.2 if sent by facsimile or e-mail and received by Digiquip Group Limited before 4 p.m. on a working day then that same working day or otherwise the next working day;

16.1.3 If you notify Digiquip Group Limited of any fault by telephone including leaving a recorded message on the answerphone system) then the notice will not be deemed to be received by Digiquip Group Limited until full details of the fault have been received by an engineer of Digiquip and Digiquip Group Limited shall be the sole arbiter of when the details will have been so received. In this clause the term "working day" means Monday to Friday (inclusive) excluding all public and bank holidays.

16.2 Notice of termination of this Agreement MUST be sent by recorded delivery to be valid and Digiquip Group Limited will not accept any notice of termination sent by an alternative method.

16.3 Any notice or other correspondence, which needs to be given to you, will be deemed to be given if sent by post and recorded delivery to the address to which Digiquip Group Limited submits accounts for the Services. You will inform Digiquip Group Limited of any change to this address.

17.

ASSIGNMENT

This Agreement may not be assigned in whole or in part by you without the prior written consent of Digiquip. Digiquip shall have the right without notice to assign, sub-contract or otherwise deal with all or any of its rights and obligations under this Agreement.

18. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and understanding of the parties regarding Services only and supersedes all prior agreements, whether written or oral. This Agreement may only be altered or amended in writing and signed by both parties.

19. NON RELIANCE

You warrant that you have not relied on any representations made by or on behalf of Digiquip or any of Digiquip's representatives, employees or agents or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by or on behalf of Digiquip (including but not limited to any costs analysis or similar document prepared to illustrate estimated costs savings), all of which are only intended to convey a general idea of the products and services mentioned in them.

20. NON WAIVER

Failure by Digiquip to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

21. DATA PROTECTION

21.1 By signing this Agreement you expressly consent to the following:

21.1.1 Digiquip disclosing your information in accordance with the terms of Digiquip's Privacy Policy from time to time in force;

21.1.2 Digiquip disclosing your information to credit reference agencies in order to process your application and manage your account;

21.1.3 Digiquip communicating on your behalf with any Service Provider and to supply to such Service Provider for the purposes of arranging performance of the Services any information which you may have passed to Digiquip in connection with the Services. You also authorise the Service Provider to disclose relevant information to Digiquip.

22. STAND-ALONE AGREEMENT

You agree that if this Agreement is terminated by you or Digiquip then such termination is limited to this Agreement alone and does NOT automatically terminate any other contract or agreement between you and Digiquip. No breach of this Agreement by Digiquip can be relied upon to justify a termination of any other Agreement between you and Digiquip.

23. SEVERABILITY

If for any reason a provision of this Agreement proves to be void or unenforceable this will not affect the validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

24. LAW AND JURISDICTION

This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

25. MISCELLANEOUS

You acknowledge by entering into this Agreement that Digiquip cannot exercise any control over the internal workings or industrial relations within BT or any other Service Provider or connection of telephone service to Equipment. Digiquip shall make all reasonable endeavours to assist you in the connection arrangements for the Equipment but cannot be held responsible for any delays or loss or damage caused on the part of any Service Provider or any other contractor involved in the provision of related goods or services.

26. VoIP SPECIFIC INFORMATION

26.1 The provisions of this clause 26 apply solely to Voice over Internet Protocol (VoIP) services provided to you by Digiquip as part of the Services if Digiquip has agreed to provide such Services in the Order Form.

26.2 If your broadband connection fails, your voice service will also fail. Your service may cease to function if there is a power cut or failure. These failures may be caused by circumstances outside of our control.

26.3 By entering into this agreement you acknowledge and accept that although the VoIP service does allow for calls to the emergency services numbers 999 and 112, you understand that calls will fail if there is a power cut or your broadband connection fails.

26.4 The VoIP service does provide for emergency location information and it is your responsibility to ensure that you furnish Digiquip with up-to-date details of all locations from which you will be using the service so that that information can be used to advise the emergency services. Digiquip shall not be liable for any losses you incur as a result of your failure to provide Digiquip with your up-to-date emergency location information.

26.5 Digiquip does provide number portability as part of the VoIP service.

27. COMPLAINTS

We make every effort to ensure that our customers are happy with the level of service, and the products and 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.

Our Code of Practice on Complaint Handling and Dispute Resolution explains how customers can complain. The code also provides information on how we deal with complaints and your right to take unresolved complaints to Alternative Dispute Resolution. You can find a copy of our Complaints Code on our website www.digiquip.co.uk. Alternatively, copies are available free of charge and on request from our Customer Service Team on 0844 499 4810.

THE SCHEDULE

Acceptable Use Policy ("AUP")

ANY DIRECT OR INDIRECT ACTUAL OR ATTEMPTED VIOLATION OF THIS POLICY BY YOU OR ON YOUR BEHALF BY ANY THIRD PARTY SHALL BE CONSIDERED A VIOLATION OF THE POLICY BY YOU WHICH SHALL ENTITLE DIGIQUIP TO SUSPEND OR TERMINATE THE PROVISION OF THE SERVICE WITHOUT LIABILITY TO YOU.

General

This Policy defines the Acceptable Use of the broadband service provided by Digiquip to you ("the Service"). The Purpose of the Policy is to ensure the integrity, security, reliability and privacy of the network over which the Services are provided ("the Network").

You are solely responsible for the content and messages that you post, distribute or otherwise make available using the Network and the Service.

1. Digiquip reserves the right to apply charges if you exceed your download limits or if Digiquip deem your usage to have exceeded the AUP.

Illegal Use

The Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property rights used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Prohibited Activities

You must not participate, through the Service in any of the activities listed below (whether actual or attempted and whether directly or indirectly). Each of the below practices (each, a "Prohibited Activity") constitutes abuse of the Services, Network and facilities and interferes with other service users. Accordingly, these practices are prohibited.

1. Attempts to circumvent User authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), or to interfere with the Service to any User, host, or network (referred to as "denial of service attacks"), or to deface web pages or attempt unauthorised system penetrations;
2. Sending unsolicited commercial messages or communications in any form ("SPAM");
3. Posting or sending messages of substantially similar content to 10 or more Usenet or other newsgroups, forums, or other similar groups or lists;
4. Falsifying user or other Service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and internet protocol addresses, provided to Digiquip or to other Service users or engaging in any activities or actions intended to withhold or mask Customer's or its End Users identity or contact information;
5. Engaging in any other activity that:
 - (i.) threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorisation);
 - (ii.) otherwise degrades or interferes with other users' use of the Service;
6. Engaging in any of the activities listed above by using another provider's service, but channeling the activity through a Digiquip account, remailer, or otherwise through a Service.

Rights and Remedies

Digiquip may suspend and/or terminate your Service at any time for any material failure to comply with this policy or breach of this Policy by you, your representatives or anyone using your Service or for engaging (or permitting others to engage) in a Prohibited Activity (as determined by Digiquip, in its absolute discretion).

Digiquip may deny all traffic from known IP address blocks that support indiscriminate port scanning programs, or other unlawful activity, for the purpose of preserving your (or any other user's) system and network resources. Digiquip reserves the right to implement technical mechanisms to prevent a Prohibited Activity.

Digiquip terms and conditions above are correct at time of publishing (October 2015)
and are the current and up-to-date terms which supersede previous versions.