

# CUSTOMER TERMS AND CONDITIONS

V1.8 - This document was updated on 28 February 2022

These Terms and Conditions ("**Terms and Conditions**", "**Terms**") are between you ("**the Client**", "**Customer**", "**You**", "**you**", "**Your**" or "**your**") and ADWConnect Ltd ("**ADWConnect Ltd**", "**ADW**", "**ADWConnect**", "**we**", "**us**" or "**our**").

ADWConnect Ltd is a company registered under the law of England and Wales with its registered number: 06432381.

Please read these Terms and Conditions carefully before using our Service as they contain important information regarding your legal rights, remedies and obligations. By using any part of our Service, you agree to and accept these Terms and Conditions.

We reserve the right to update, amend or replace any part of these Terms and Conditions. We will notify you in writing about any changes, amendments or modifications to these Terms and Conditions.

## 1. DEFINITIONS AND INTERPRETATION

In the Agreement, unless the context otherwise requires:

**ADWConnect Website** means [adwconnect.com](https://adwconnect.com) or such other address as is notified to You from time to time.

**Agreement** has the meaning given in Clause 2.

**Assessment** means any assessment or other investigations carried out by or on behalf of ADWConnect that ADWConnect in its absolute discretion deems necessary prior to the installation of Equipment and/or the provision of the Service;

**Bank** means HSBC UK BANK PLC;

**Business Working Hours** means Monday – Friday 9.00am – 5.30pm excluding Holidays

**Call Charges** means charges at the Call Rates for calls made using the System;

**Call Rates** means (i) the call rates given at time of the Proposal as varied in accordance with the provisions of the Agreement, and (ii) where there are no call rates shown in respect of a particular type or group of numbers, the call rates calculated by ADWConnect from time to time and available on request from the ADWConnect Website;

**Charges** means Call Charges, Subscription Charges, charges for Equipment and/or any other charges to be paid by you as set out in the Order Form or as otherwise agreed, as the context requires.

**Data** includes information, documents, text, software, music, sound, photography, email, voice and other messages, and other material of any kind in any form;

**Data Processing Agreement** means the agreement to be entered into by you and us separately to supplement the Agreement so as to comply with the UK and EU General Data Protection Regulation ("**GDPR**"), in particular Article 28 GDPR.

**Deal Bundle** means a collection of Equipment and/or Service billed at a single Subscription Charge from the same Service Start Date. A Deal Bundle may or may not include Inclusive Minutes.

**Destination** means a specific national or international location that can be dialled via the Service using a particular prefix or area code.

**Equipment** means Leased Equipment and/or Purchased Equipment, as the context requires;

**Holidays** means any day on which ordinary banks are not open for their full range of normal business in England and a maximum of 14 other days during each twelve month period, which days shall be notified by us to You in writing at least 14 days in advance.

**Inclusive Minutes** means a finite volume of call minutes allocated for Customer use against a particular Destination or set of Destinations that will incur zero additional Call Charges;

**Law** means any law, statute, regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

**Lease Terms** means the terms and condition of the agreement between You and a third party other than ADWConnect, governing the lease or hire of the Leased Equipment in connection with the Service.

**Leased Equipment** means any equipment supplied to You by ADWConnect in connection with the Service on lease or hire terms or sold by ADWConnect to a third-party for supply to You in connection with the Service on the Lease Terms;

**Minimum Charges** means Total One Off Cost + (Total Monthly Cost x Minimum Period) excluding VAT;

**Minimum Period** means the minimum period of use of the Service, as set out in the Order Form;

**Order Form** means the order form in our standard format, setting out the Service to be provided to you and incorporating the Proposal;

**Password** means a password, PIN number, account number, code, smart card or other security device issued to You by ADWConnect;

**Price List** means the pricing information included in the Proposal or such other pricing information as may be agreed from time to time in writing, in either case as varied from time to time in accordance with the Agreement;

**Proposal** means the document submitted to You by ADWConnect that included pricing information relating to the Services referred to in this Agreement and whose unique reference number is included in the Order Form;

**Purchased Equipment** means any equipment sold to You by ADWConnect in connection with the Service;

**Service** means the hosted voice over internet protocol telephony service for business customers utilising the System set out in the Proposal;

**Service Level Agreement** means the levels of support and response times to be provided by ADWConnect to You during the term of the Agreement as agreed in writing from time to time;

**Service Start Date** means the earlier of (i) the date the Service are available for use by You; or (ii) the date You or any third-party authorised by You first use the Service (whether or not such use is permitted by the Agreement);

**Site** means any site at which any Equipment shall be located or to which the Service shall be provided;

**Software** means programs and web applications provided by ADWConnect;

**Subscription Charges** means the charges for the subscription Service, connectivity and features shown in the Proposal as varied in accordance with the Agreement;

**System** means the telecommunications system which ADWConnect and its Group run;

**Total Monthly Cost** means the total monthly cost set out in the Order Form payable by you.

**Total One Off Cost** means the total one off cost set out in the Order Form payable by you;

**Trial Period** means a limited period of time, agreed in writing, during which You are provided with the Service to ascertain whether or not the Service meets Your expectations;

**User** means an individual end user given access to the ADWConnect Service, Equipment and/or features by the Customer;

**You** means the person with whom ADWConnect makes the Agreement, being the Customer, whose details are set out in the Order Form. 'Your' shall be defined accordingly.

In the Agreement (except where the context otherwise requires):

- The Clause headings are included for convenience only and shall not affect the interpretation of the Agreement;
- Use of the singular includes the plural and vice versa;
- Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- Any reference to a Party or to the Parties or their respective affiliates shall be deemed to include the party or parties hereto and their respective successors and permitted assigns and their respective employees, agents or sub-contractors;
- References to a Clause or a Schedule are unless otherwise stated to the relevant Clause or Schedule in these Terms & Conditions;
- Writing includes electronic mail;
- Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.
- If there is a conflict between the customised terms given by ADWConnect in a Proposal and/or Order Form, those terms supersede the terms in this Contract.

## 2. ORDERING THE SERVICE

1. To order the Service You must complete and submit to ADWConnect a signed standard Order Form or confirm in writing approval of a standard Order Form sent to You.
2. These Terms and Conditions and the Order Form, once signed and approved by You, and then accepted by ADWConnect in writing, together form a binding contract between you and us for the provision and use of the Service ("**Agreement**").

3. If at its discretion ADWConnect accepts an order for the Service placed other than on its standard Order Form (referred to as being placed on a "Customer Order Sheet") or if ADWConnect installs the Service without having received from You and/or accepted either a standard Order Form or a Customer Order Sheet, the Service shall be provided in accordance with the terms of these Terms & Conditions, the Proposal (if any), pricing summary attached to the Order Form (if any), and the Price List (if any).
4. You and we agree that the policies set out on the ADWConnect Website shall apply to the provision and use of the Service.

## 3. ALLOCATION AND USE OF TELEPHONE NUMBERS

1. Any telephone numbers allocated to You by ADWConnect (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.
2. You are not entitled to sell, encumber, or agree to transfer to a third party any telephone number allocated to You by ADWConnect.
3. ADWConnect shall be entitled, for commercial, operational or technical reasons or in order to comply with any competent authority to withdraw or change any telephone number or code or group of telephone numbers or codes allocated or provisionally allocated to You. Where a telephone number is already in operational use by You, ADWConnect shall use its reasonable endeavours to give You reasonable prior notice. ADWConnect shall not be liable for any costs, inconvenience or other losses (including without limitation marketing and stationery costs) incurred by You as a result of any change or withdrawal as described in this Clause.
4. If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and ADWConnect shall have no liability whatsoever with respect to the number chosen and its use by You.
5. If You are allocated a number which falls within a range of numbers classified by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range.
6. You understand and agree that if you do not use a telephone number allocated to you for six consecutive calendar months, or calls to such number amount to five minutes or less in any calendar month or an average of five minutes or less in any three consecutive calendar months, the number may be removed or a reasonable charge made to retain it.

## 4. CHARGES, PAYMENT AND INTEREST

1. It is a condition of the Agreement that You pay the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
2. Charges for the Service and/or Equipment are as referred to in the Price List in the Proposal or as otherwise agreed in writing (including without limitation in the Order Form). Notwithstanding the aforesaid Charges are subject to Assessment. If following Assessment ADWConnect incurs unusual additional costs in providing the Service and/or Equipment, ADWConnect shall be entitled on notification to You to increase the Charges by the amount of such costs. You agree to pay such increased Charges.

3. Payment terms and invoicing shall be as follows:

- Unless stated on your order, all Services and Equipment must be purchased via direct debit at the time of purchase. By providing a direct debit account, You are expressly authorising all Charges and fees to be charged to such account. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee of £10 GBP excluding VAT.
- Subscription Charges shall be invoiced monthly in advance from the Service Start Date;
- Charges in respect of professional services and training shown in the Proposal shall be invoiced on or around the Service Start Date or such other date as ADWConnect shall notify You (but not before the Service Start Date);
- Call Charges shall be invoiced monthly in arrears from the Service Start Date. Call Charges shall be calculated by reference to Your use of the Service as recorded by ADWConnect and not by reference to Your records;
- Leased Equipment Charges shall be invoiced in accordance with the term of the respective Lease Terms or as otherwise agreed in writing;
- Purchased Equipment Charges shall be invoiced on or around delivery of the Purchased Equipment; and
- Any other Charges shall be invoiced as set out in the Price List or as otherwise agreed in writing.

4. Other than as set out in this Clause, ADWConnect may from time to time increase or implement new:

- Call Charges and Subscription Charges by giving You notice effective immediately where ADWConnect's suppliers have increased the charges payable by ADWConnect in relation to the same (provided that ADWConnect shall use its reasonable endeavours to give You as much notice as reasonably practicable where ADWConnect receives advance notice of increased charges from its suppliers);

5. Other than where Charges are based solely on usage, Your liability for Charges starts from the effective date of the Agreement, whether or not the Service is used. You are liable for the Charges where the Service is used by third parties.

6. Charges shall be invoiced by or on behalf of ADWConnect and shall be payable by You to ADWConnect (or such person as ADWConnect or the person invoicing on behalf of ADWConnect shall specify) within the number of days specified in the credit terms section on the Order Form ('Credit Terms'), or if there is no such number of days specified or if there is no Order Form, on presentation of the invoice.

7. ADWConnect shall be entitled to carry out credit checks on You. ADWConnect accepts no liability for the accuracy or otherwise of information provided to it from credit reference agencies. If at any time before or during the term of the Agreement You fail to meet the standard of creditworthiness deemed acceptable by ADWConnect, ADWConnect shall be entitled:

- To terminate the Agreement, in whole or in part immediately upon written notice to You;
- To require You to make such regular instalment payments in advance on account of any future charges as ADWConnect shall deem appropriate;
- To impose credit limits on You in respect of Charges and to suspend Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and
- To impose such other measures on Your right to use the Service or Equipment as ADWConnect shall deem appropriate.

8. ADWConnect reserves the right to require You from time to time to pay a deposit to ADWConnect to secure amounts payable by You hereunder. Such deposit may be applied by ADWConnect against any outstanding Charges due by You hereunder from time to time. No interest shall be payable on any such deposit.
9. If You dispute any charges on any invoices You must notify ADWConnect in writing within 14 days of receiving the disputed invoice. Payment of disputed amounts may be withheld until the dispute is resolved and any such delay in payment will not entitle ADWConnect to suspend the Service. You must pay undisputed amounts in accordance with the Credit Terms. Interest may be charged in accordance with next clause stated on any amounts withheld which are subsequently agreed or found to be properly payable.
10. If payment is not made when due ADWConnect may without prejudice to its other rights, charge daily interest at an annual rate of 4% above the base rate for lending of the Bank from time to time on any amount You fail to pay, from the date when the payment was due until the date of actual payment. Interest will continue to accrue and your obligation to pay such interest will remain in force even if the Agreement is terminated.
11. You must reimburse ADWConnect for all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue and your obligation to pay costs and expenses will remain in force even if the Agreement is terminated.
12. Unless otherwise expressly stated, all amounts shown in the Agreement or otherwise due to ADWConnect under the Agreement are expressed exclusive of Value Added Tax or any other applicable tax, which shall be payable by You in addition to such amounts.
13. Where prior to entering into the Agreement or at any time during its term, You have indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, ADWConnect may, without prejudice to any other rights under the Agreement, apply revised Charges. Such revised Charges shall not be subject to Clauses in the section titled 'Variation'.

## 5. SOFTWARE

### 1. Non-Exclusive License

1. Where ADWConnect provides you with Software in connection with Service, ADWConnect grants to you a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the Software (the "License"). You may use the Software in object code form only and solely for the purpose of using the Service.
2. You must not copy, decompile or modify the Software, or copy the manuals or documentation relating to the Software, nor knowingly allow or permit anyone else to do so.
3. You must fully cooperate with ADWConnect to take reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any Software used by any User with or in conjunction with the Service is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs.
4. The License covers the appropriate use of the Software by you and by any of your employees or contractors (but only within the scope of their employment or services with you) and only in cases when you explicitly authorised such employees or contractors to use the Service. You agree that you shall be responsible for all uses of the Software as provided in these Terms and Conditions. The License commences upon the date notified to you by ADWConnect for the Service and terminates immediately upon the expiration or termination of the Agreement for any reason.

5. You shall return or delete all Software and any related written material, together with any copies, in your possession or under your control promptly upon the expiration or termination of the Agreement for any reason.
6. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by ADWConnect of the Agreement and the License. No other licenses or rights to the Software are granted or implied.
7. You must ensure that You have up to date anti-virus protection and firewalls in place which are maintained by the Users in accordance with best industry practices.

## 2. Upgrades and Modifications of the Software

1. ADWConnect reserves the right to upgrade the Software or discontinue support for earlier versions of the Software at any time.

## 3. End User Licenses

1. The Software may contain third-party software ("Third-Party Software"), including open source software. The use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in third-party relevant documentation.
2. You agree that you shall comply with the terms and conditions of all end user license agreements accompanying any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or the Agreement is terminated for any reason.

## 4. Software Updates

1. You agree to implement promptly all fixes, updates, upgrades and replacements of Software and Third-Party Software as directed by ADWConnect or by the third-party providers of Third-Party Software. ADWConnect shall not be liable for inoperability of the Service due to your failure to timely implement the required changes.

## 6. SERVICE

1. ADWConnect shall provide the Service in accordance with the Agreement.
2. Where ADWConnect provides Leased Equipment, the Lease Terms apply to it.
3. You must promptly supply ADWConnect with all information and materials and access to the Site reasonably required by ADWConnect to supply the Service.
4. ADWConnect shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However, You accept that:
  - it is impracticable to provide the Service entirely free of faults, and that ADWConnect may not be able to prevent interference of the Service with existing telecommunications services or the functioning of computers or software You have installed, or other electronic equipment, and that ADWConnect does not undertake to do so and does not accept any related liability;
  - ADWConnect cannot guarantee that any Data generated, stored, transmitted or used via or in connection with the Service will be complete, accurate, secure, up to date, received or delivered correctly or at all;



- ADWConnect does not provide a back-up of Your Data or guarantee the integrity of Your Data.
5. By agreeing to receive the Service, You confirm that You understand and agree that the Service:
- may not offer all of the features You may expect from a 'traditional' fixed-line telephony service;
  - may sometimes have materially reduced quality and availability if You use internet bandwidth for purposes other than using the Service;
  - may sometimes be limited, unavailable or disrupted as a result of matters over which ADWConnect has no control, including without limitation, failure or quality of Your broadband connection or internet service provider, or power disruptions. The Service may also not be available due to suspension of the Service by ADWConnect in accordance with the Agreement. You confirm that You understand and agree that in such circumstances, parts or ALL of the functions of the Service may be unavailable, including access to emergency call services;
  - will connect You to public emergency services but may not provide Your telephone number(s) and location details to the operator if You make a public emergency services call, dependent on the type of service deployed, that the location information received by the public emergency services will be limited to the installation address of the Site, that You must notify ADWConnect, and register and update your location(s) to ensure location information is available to the public emergency services, that calls made to public emergency services using the Service may not receive the same network priority at all points on the network, and that our network service provider recommends that each User has at least one 'traditional' back up telephony service;
  - will require certain hardware, including Equipment and/or Software and internet access and router, and an ethernet port per phone purchased or leased, in order to operate;
  - may not offer You the ability to transfer (port) Your existing number to an alternative service if Your service ends, dependent on the type of service deployed and/or whether the alternative service provider has entered into an appropriate agreement with ADWConnect to facilitate such transfer (porting).
6. By agreeing to receive the Service You also confirm that it shall be Your sole responsibility to make available to users of the Service alternative means of accessing emergency calls services in circumstances where these are unavailable through the Service, and to inform or otherwise make aware users of the Service purchased by You (whether they gain access to the Service with Your permission or not) of the possible limitations of the Service set out above.
7. ADWConnect shall use reasonable endeavours to meet the general service levels set out in the table below in relation to any particular element of the Service. However, save as expressly stated below, ADWConnect shall have no liability for any failure to meet any such service levels.

Severity Grade	Description	First Human Response *	Target Resolution Timeline **
P1	Critical faults causing a total outage of service	Within 30 mins	4 hours
P2	High level faults causing significant impact to service	Within 30 mins	8 hours
P3	Minor faults causing small impact to service	Within 2 hours	2 days
P4	Change or information requests which are not service affecting	Within 4 hours	Within 5 days

\* Responses only available within Business Working Hours: for issues raised when the available remaining time in Business Working Hours on that day is less than the indicated response time, First Human Response may be provided on the next day on which Business Working Hours apply.

\*\* Time quoted considers Business Working Hours



8. ADWConnect shall retain the ability to migrate you from your current telephony platform to a new telephony platform, subject to mutual agreement from both parties. ADWConnect will give you at least 30 days' notice of such migration taking place.
9. Where a Deal Bundle has been offered you agree that:
  - Any Equipment provided to You as part of a Deal Bundle cannot be returned, exchanged, re-allocated or refunded for the duration of the Minimum Period.
  - Any additional features provided to You as part of a Deal Bundle cannot be cancelled, re-allocated or refunded for the duration of the Minimum Period.
  - Any Inclusive Minutes provided to You as part of a Deal Bundle will be applied on a monthly basis, with the allocated volume of minutes reset at the beginning of each month.
  - Any Inclusive Minutes provided to You as part of a Deal Bundle will apply to the agreed set of Destinations only, may not be transferred or aggregated between Sites, Users or features, and may not be carried forward or accumulated between billing periods.
  - Where Inclusive Minutes are provided to You as part of a Deal Bundle and are 100% exhausted, ADWConnect may charge you elevated Call Rates (at variance to the standard Call Rates quoted in your Price List) for any additional calls made to the same Destinations.
  - Where additional Deal Bundle elements of the Service are added after the initial Service Start Date these additional Service elements will be billed monthly for the minimum term of 36 months unless stated on your order.

10. Inclusive Minutes are limited as follows:

#### ***Asterisk VoIP Services in the United Kingdom:***

- 1000 minutes per user of calls to UK Landlines (01, 02, 03), UK mobiles (02, EE, Vodafone, H3G) and USA

#### ***Broadsoft VoIP Services in the United Kingdom:***

- Free calls to UK 01/02 and 03 numbers and UK Mobile Networks (FM1, FM3, FM4, FM5 and FM6).
- The combined number of minutes to UK 01/02 and UK Mobile Destinations (FM1, FM3, FM4, FM5 and FM6) is 5,000 minutes in each calendar month per user.
- Minutes of calls to 03 numbers must not exceed 15% of the total minutes used for that user and the duration of each call must not exceed 60 minutes. ADWConnect reserves the right to charge for the total duration of any call type above, with a duration in excess of 60 minutes.
- Minutes are aggregated across the combined seats on a User's site. For example: if a User's site has 10 seats the combined number of minutes is 50,000 for the site. The 03 allowance applies on a per seat basis.

## 7. USE OF SERVICE

### 1. Service

1. You undertake not to resell the Service or any part thereof to any person unless otherwise agreed in writing by ADWConnect.

2. You undertake to use the Service in accordance with this Agreement and such other conditions and/or instructions as may be notified in writing to You by ADWConnect from time to time and in accordance with the Law. ADWConnect may from time to time vary the technical and/or operational procedures for use of the Service.
3. You must not use or allow anyone to use the Service:
  - to make nuisance calls or any calls which cause annoyance, inconvenience or needless anxiety to anyone;
  - to make hoax calls to emergency services;
  - to send, knowingly receive, upload, download, use or re-use material which is offensive, abusive, indecent, defamatory, obscene or menacing;
  - to violate or infringe the rights (including without limitation any intellectual property rights or confidentiality) of any person;
  - contrary to any lawful instructions given by ADWConnect, or given to ADWConnect by any supplier to ADWConnect and relayed by ADWConnect to You, which ADWConnect or such supplier believes are necessary for reasons of health, safety, or the quality of the service provided by ADWConnect to You or by such supplier to ADWConnect or of any other telecommunications services provided by ADWConnect to You or any other person, or by such supplier to ADWConnect or any other person;
  - in a way that does not comply with the terms of any Law or any licence applicable to You or any term or condition of the Agreement;
  - to send or procure the sending of any unsolicited advertising or promotional material;
  - in a manner that is in any way unlawful, fraudulent or in bad faith (including, without limitation, in a manner which could lead to an artificial increase in the amount of traffic being put through the Service) or, to Your knowledge, has any unlawful, fraudulent or bad faith purpose or effect (including, without limitation, any such artificial increase); or
  - in a manner that in ADWConnect's reasonable opinion, or in the reasonable opinion of any supplier to ADWConnect relayed by ADWConnect to You, is liable to cause death, personal injury or damage, or could materially affect the quality of any telecommunications service, including the Service, provided by ADWConnect, or of any telecommunications service provided by any such supplier.
4. ADWConnect may allocate You a Password and/or user name to enable You to use the Service. You must keep such Password and/or user name safe and confidential and notify ADWConnect immediately if any third party becomes aware of it and must ensure that all Users comply with this requirement. ADWConnect reserves the right to change the Password without notice. You must change the Password regularly and at least every 6 weeks. The Password must have no less than eight characters which shall include at least one number, one letter and one alphanumerical symbol.
5. You are responsible for the use of the Service provided to You (whether authorised by You or not and whether by You or any other person), including without limitation, all Call Charges, Subscription Charges, and any other Charges incurred and any breaches of this Agreement. You are responsible for the security of all Equipment and shall immediately inform ADWConnect of any event which may breach or has breached such security. It is Your responsibility to monitor usage of the Equipment and the Service provided to You and to ensure that any suspicious activity is identified and appropriate action is taken. Except as described in Section 5 of this clause below ('Review Use of Service'), ADWConnect does not monitor usage of the Equipment or the Service provided to You.

6. You must fully cooperate with the Police and any other relevant authorities (including but not limited to the HM Revenue & Customs, Trading Standards, the Information Commissioner and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Service, and You consent to, ADWConnect and any third party service provider providing any part of the Service co-operating with any such authority and with any other telecommunications operators in connection with any misuse or suspected misuse or suspected fraudulent activity related to or connected with the Services, and You agree, without prejudice to the generality of the foregoing, that ADWConnect and any third party service provider providing any part of the Service will be entitled to divulge any information which it holds which may be relevant to any investigation, including the name, address and account information relating to any User to such authority.

## 2. Leased Equipment

1. You must comply with the terms and conditions of the Lease Terms provided to you separately in relation to any Leased Equipment. In the event of any inconsistency between this Agreement and the Lease Terms in relation to the Leased Equipment, the Lease Terms will prevail.
2. You undertake to use the Leased Equipment in accordance with any instructions, safety and security procedures and power and environment specifications, and/or any conditions additional to the Lease Terms as may be notified in writing to You by ADWConnect from time to time and in accordance with the Law. ADWConnect may from time to time vary the technical and/or operational procedures for use of the Leased Equipment for the Service.
3. You undertake not to resell the Leased Equipment or any part thereof to any person unless otherwise agreed in writing by ADWConnect.
4. In the event you wish to take ownership of any Leased Equipment during the term of the Agreement or upon expiry or termination of this Agreement, and this is permitted by the Lease Terms, you must pay a processing charge to ADWConnect of £100 GBP excluding VAT, in addition to any charges payable under, and subject to any other terms and conditions of, the Lease Terms. Upon receipt of all charges payable under this clause and the Lease Terms, such Leased Equipment will then be deemed to be Purchased Equipment for the purposes of this Agreement.
5. Immediately upon termination or expiry of the Service, or this Agreement or the Lease Terms for any reason, ADWConnect and/or any third party with whom you have entered into Lease Terms for the Leased Equipment may collect or, at its option and cost, request you to deliver to it, the Leased Equipment, ADWConnect shall have the option to take ownership of such Leased Equipment.
6. The Leased Equipment is at Your risk from the time of delivery until the time of return to ADWConnect and any third party with whom you have entered into Lease Terms for the Leased Equipment.
7. You grant ADWConnect, its agents and employees and any third party with whom you have entered into Lease Terms for the Leased Equipment an irrevocable licence at any time to enter any premises where the Leased Equipment is or may be stored in order to inspect it, or, when the Lease Terms or this Agreement have terminated, to recover it.
8. On termination of the Agreement or any part of it, or the Lease Terms, howsoever caused, ADWConnect's (but not Your) rights contained in the following Clauses shall remain in effect:
  - The Leased Equipment is at Your risk from the time of delivery.
  - You grant ADWConnect, its agents and employees and any third party with whom you have entered into Lease Terms for the Leased Equipment an irrevocable licence at any time to enter any premises where

the Leased Equipment is or may be stored in order to inspect it, or, when the Lease Terms or this Agreement have terminated, to recover it.

### 3. Purchased Equipment

1. You undertake to use the Purchased Equipment in accordance with such conditions and/or instructions, safety and security procedures and power and environment specifications as may be notified in writing to You by ADWConnect from time to time and in accordance with the Law for the supply and use of the Service. ADWConnect may from time to time vary the technical and/or operational procedures for use of the Purchased Equipment for the Service.
2. ADWConnect shall take reasonable steps to arrange for delivery of Purchased Equipment within an estimated period of time upon receipt from you of all necessary instructions and information for delivery.
3. The Purchased Equipment is at Your risk from the time of delivery.
4. Ownership of the Purchased Equipment shall not pass to You until ADWConnect has received in full (in cash or cleared funds) all sums due to it in respect of the Purchased Equipment.
5. Until ownership of the Purchased Equipment has passed to You, You shall:
  - hold the Purchased Equipment on a fiduciary basis as ADWConnect's bailee;
  - store the Purchased Equipment (at no cost to ADWConnect) separately from all other goods of Yours or any third party in such a way that it remains readily identifiable as ADWConnect's property;
  - not destroy, deface or obscure any identifying mark or packaging on or relating to the Purchased Equipment; and
  - maintain the Purchased Equipment in a satisfactory condition and keep it insured on ADWConnect's behalf for its full price against all risks to the reasonable satisfaction of ADWConnect. On request You shall produce the policy of insurance to ADWConnect.
6. Until such time as ownership of the Purchased Equipment has passed to you pursuant to paragraph 3 of this Section 3 (Purchased Equipment) of this clause 5, Your right to possession of the Purchased Equipment shall terminate immediately if:
  - ADWConnect terminates the Agreement in exercise of any right it has to do so;
  - You are the subject of bankruptcy or insolvency or a receiver or administrator (or equivalent) is appointed over any of Your assets or You enter into any formal or informal composition or arrangement (or equivalent) with Your creditors or You;
  - You suffer or allow any execution, whether legal or equitable, to be levied on Your property or to be obtained against You or it, or fail to observe or perform any of Your obligations under the Agreement or any other contract between ADWConnect and You, or are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or
  - You encumber or in any way charge any of the Purchased Equipment.
7. ADWConnect shall be entitled to recover payment for the Purchased Equipment notwithstanding that ownership of any of the Purchased Equipment has not passed from ADWConnect.

8. You grant ADWConnect, its agents and employees an irrevocable licence at any time to enter any premises where the Purchased Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.
9. On termination of the Agreement or any part of it, howsoever caused, ADWConnect's (but not Your) rights contained in the following Clauses shall remain in effect:
  - The Purchased Equipment is at Your risk from the time of delivery.
  - You grant ADWConnect, its agents and employees an irrevocable licence at any time to enter any premises where the Purchased Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.

#### 4. Electronic Recording

1. We esteem and respect relevant national, federal, state and international laws governing the electronic recording of telephone conversations. ADWConnect is not liable for any act or omission taken by ADWConnect to comply with such laws or for any failure by You to do so, nor is ADWConnect liable for any illegal use of the Service. You agree that it is your responsibility to determine and comply in full with Your own compliance obligations. No Service, Equipment or any other products offered by ADWConnect are represented or warranted to comply with electronic recording laws.
2. You agree that ADWConnect may, in its sole discretion, record any call between you and us for quality control purposes.

#### 5. Review Use of Service

1. ADWConnect reserves the right to review and monitor your use of the Service for purposes of confirming compliance with the Agreement. ADWConnect may also review your security and anti-fraud protections for any element of our Service or Software.

## 8. SERVICE USE RESTRICTIONS

1. We reserve the right to impose, change, remove, enable or disable certain restrictions on your use of our Service. By entering into this Agreement you agree to the following restrictions:

#### 1. Commercial Use

1. When using our Service or Software you agree and represent that you purchase and use our Service, Software and/or the Equipment for your internal personal or business use only. You agree that you may not to resell, transfer or make a change to the Service without the advance express written permission of ADWConnect. You shall not in any way interfere with other users, the services or equipment of the network or use the Service or Software in any way for (or as part of) any commercial service or application offered to other parties.

#### 2. Fair Use

1. We designed our Service and Software, as well as our business service plans for normal, reasonable business use and consistent with the types and levels of usage by average customers. By average customers we mean without limitation natural persons, private entrepreneurs, and small and medium businesses. Certain calling and messaging plans, including unlimited calling and messaging plans, are designed for normal use and are not intended to represent typical usage by organizations such as call centres, resellers, fax messaging services, telemarketing firms, or for use without live dialogue, such as transcription services, intercom or monitoring

services. Unauthorised or excessive use beyond that normally experienced by typical, similarly situated business customers may cause extreme network capacity and congestion issues and interfere with ADWConnect's network and the third-party networks with which ADWConnect connects for call initiation and completion services. You agree that any your use of the Service or Software or any other action that causes a disruption in the network integrity of our Service or any third parties we cooperate with in course of rendering the Service, whether directly or indirectly, is strictly prohibited and may result in termination of the Service and of this Agreement.

2. You further agree you will comply and will ensure all Users comply with our [Fair Usage Policy](#), an up to date version of which is available on the ADWConnect Website.

### 3. Reasonable Use

1. ADWConnect reserves the right to review usage of unlimited usage plans to ensure that you are not abusing such plans. If it is determined that you or any of your Users violate the Fair Usage Policy, ADWConnect may invoice You, and You shall pay a per minute or per page fee for excessive use at the then-current rates established by ADWConnect.
2. In addition to such excessive use charges, if ADWConnect identifies excessive or abusive traffic patterns, ADWConnect reserves the right to change Your applicable rate plan or suspend or terminate the Service with or without notice. We explain what we mean by abusive usage in Section 6 below.
3. You agree to use any unlimited feature for normal voice, text message, and/or facsimile related communications with aggregate usage that falls within the range of similarly situated business customers.
4. By abusing any unlimited plan, we mean the usage which exceeds on a per subscriber per month basis:

#### *VoIP Services (excluding Asterisk & Broadsoft):*

- Voice: 2,000 inbound and outbound minutes per subscriber line per month (Calls to 03 numbers cannot exceed 15% of the landline call bundle)
- SMS: 1,000 inbound and outbound messages per subscriber line per month
- Facsimile: 500 transmitted pages sent or received per subscriber line per month

#### *Asterisk VoIP Services in the United Kingdom:*

- Voice: 2,000 inbound and outbound minutes per subscriber line per month (Calls to 03 numbers cannot exceed 15% of the landline call bundle)
- Facsimile: 500 transmitted pages sent or received per subscriber line per month

#### *Broadsoft VoIP Services in the United Kingdom:*

- Voice: 5,000 inbound and outbound minutes per subscriber line per month
  - Facsimile: 500 transmitted pages sent or received per subscriber line per month
5. You also agree that you may not implement methods or use devices in order to take advantage of unlimited plans by using the Service excessively or for means not intended by ADWConnect. ADWConnect may terminate the Service or the Agreement immediately if it determines, in its sole discretion, you are abusing an unlimited minute plan.

6. You will give us as much prior notice as is reasonably possible of any intended use of the Service which may create a significant increase in the traffic (including without limitation ticket sales events or marketing promotions).

## 5. Abusive Usage

1. In order to determine whether your usage is abusive or not, we consider the following aspects: a) number of calls made to a conference calling service during a month; b) number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; c) number of text messages; d) number of inbound domestic toll free calling patterns during a month; e) other abnormal calling patterns indicative of an attempt to evade enforcement of reasonable use of Services. ADWConnect shall have a right but no obligation to transfer your service to a more appropriate plan. You agree that in cases where we consider your usage abusive, we shall have a right in our own discretion to terminate the Service or the Agreement and/or charge you additional fees.

## 6. Prohibited Uses

1. In addition to other prohibitions as set forth in the Agreement, you are prohibited from using our Services or Software in the following ways:
  - To use the Service or Software to encourage any illegal, abusive, or other activities that interfere with the business or activities of ADWConnect.
  - To attempt to bypass or break any security mechanism on the Service or Software or use the Service or Software in any other manner that poses a security or service risk to ADWConnect or any of its users.
  - To reverse-engineer the Service or Software in order to find limitations, vulnerabilities, or evade filtering capabilities.
  - To use the Service or Software in any manner that may subject ADWConnect or any third-party to liability, damages, or danger.
  - To launch or facilitate, whether intentionally or unintentionally, a denial of service attack on the Service or Software or any other conduct that adversely impacts the availability, reliability, or stability of the Service or Software.
  - To transmit any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
  - To use the Service or Software in any manner that violates: any Law; industry standards; any third-party policies including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry association or carrier guidelines (or any similar or analogous industry standards, third-party policies or requirements in any other jurisdiction).
  - To engage in any unsolicited advertising, marketing or other activities, including any activities that violate anti-spam laws and regulations including without limitation the United States CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, privacy or consumer protection legislation in any other jurisdiction).
  - To use the Service or Software in connection with any unsolicited or harassing messages (commercial or otherwise) including unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes.
  - To use the Service or Software to harvest or otherwise collect information about others, including email addresses or phone numbers.



- To use the Service or Software to engage in or in connection with fraudulent activity.
- To violate or facilitate the violation of any local, state, federal, national, international or foreign law or regulation, including laws and regulations regarding the transmission of data or software.
- To participate in, encourage, or promote any activity prohibited under this Agreement or our [Privacy Policy](#), an up to date version of which is available on the ADWConnect Website.
- To use the Service or Software to transmit any material that infringes the intellectual property rights or other rights of third parties.
- To use the Service or Software to transmit any material that is, facilitates, or encourages libellous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that ADWConnect reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.
- To create false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.
- To use the Service or Software or any of their component in any manner not authorised by ADWConnect.

For the purposes of this Section, use of the Service includes use of any Equipment in order to use the Service.

2. Please be informed that phone numbers may be the subject to rules and/or restrictions imposed by telecommunication carriers or service providers. You agree that in order to comply with such rules and/or restrictions ADWConnect shall have a right to reclaim your phone numbers in case if your usage of such phone numbers is not adequate as realized by relevant telecommunication carrier or service provider.
3. The list of prohibited uses is provided by way of example and should not be considered exhaustive. All determinations related to violations of this section will be made by ADWConnect in its sole discretion.
4. ADWConnect reserves the right to terminate your use of our Service or Software at any time due to your performing of any of the prohibited uses or violation of this Agreement.

## 5. Metered Usage

1. Please be informed that while using our Service or Software the additional usage charges may apply to certain categories of calls (including without limitation international calls or calls to Alaska or Hawaii). Generally, such additional usage charges apply to calls forwarding from auto attendants and hunt groups to an outside number; calls to a queue; or conference bridge calls. Such calls will be charged at the up-to-date rate established by ADWConnect. Metered usage is billed in full-minute increments, and actual usage is rounded up to the next full-minute increment at the end of each call for billing purposes. Some elements of the Service may be unavailable for certain categories of calls (including without limitation international calls, calls to Alaska or Hawaii).

## 9. PHONE NUMBER PORTABILITY

### 1. Number Transfer on Service Activation

1. This section shall apply in the event you do not utilise a new phone number or numbers for the Service, but transfer existing phone number(s) which currently is(are) subscribed to a carrier other than ADWConnect.

2. You hereby authorise ADWConnect to notify your current local telephone company or other service provider of your decision to switch local, local toll and long-distance services to ADWConnect and represent that you are authorised to take this action.
3. You agree (a) that the porting of your numbers requires your provision of specific, detailed and accurate information to ADWConnect and other service providers (as applicable); (b) that numbers may not be ported in or ported out unless such information matches the information on record with ADWConnect or other service providers (if any). The completion of a port request is dependent upon these and other factors which may be outside our control. Please note that ADWConnect is not responsible for delayed or incomplete ports. Any failure to provide any information requested by ADWConnect or the third-party service provider will eventually delay the porting of the number to ADWConnect. ADWConnect will not provide credit for any such delays.
4. You agree that if the Service or Software are set up prior to the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make outgoing calls using the Service. In order to receive incoming calls, you should keep another phone connected to the existing phone number until the Port Effective Date, after which you will be able to both make and receive calls using the Service.
5. You agree that if the activation date for the Service has not occurred as of the Port Effective Date, your existing phone service for the number being transferred may be disconnected and you may have no service for that number. In order to avoid an interruption in your phone service, the Service must be activated prior to the Port Effective Date. ADWConnect will notify you about estimated the Port Effective Date via e-mail.

## 2. Ported Telephone Numbers Upon Cancellation

1. In relation to cancellation of an element of the Service, in the event you request a new service provider to port one or more numbers from us, ADW Connect will cooperate with the new service provider and use reasonable efforts to support such requests, pursuant to the following paragraph 2 of this Section 2.
2. Prior to requesting the new service provider to port a number from us, you shall notify us of your intent to terminate the specific affected Service on your account. If you fail to notify us, we will continue to bill you for the Service we still provide to you. You acknowledge and agree that you will continue to be responsible for all the charges and fees associated with the remaining elements of the Service on your account. You will not receive any refund or partial refund or any credits for any charges already billed to your account. You may be required to pay a porting out fee to us if two or more numbers are being ported. The amount of this porting fee shall not exceed £25 GBP or \$50 USD per number ported.

## 3. Number Transfer on Service Termination

1. In relation to termination of the Service, in the event ADWConnect or its providers receive requests from other telephony providers (the "Requesting Party") acting as agents on your behalf to port a telephone number currently assigned to you to a third-party provider ("Port-Out") after the activation date for Services, ADWConnect will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with its standard operating procedures taking into consideration Requesting Party's reasonable directions.
2. Until the effective date of your Service usage termination (in accordance with these Terms and Conditions), you will: (a) remain our customer; and (b) be responsible for all charges and fees associated with your usage of our Service.

3. You hereby acknowledge and agree that you will not receive any refund or partial refund or any credits for any charges already billed to your account. ADWConnect assumes no liability for costs associated with any numbers that cannot be ported or that you choose not to port.
4. You hereby acknowledge that in the event of your account termination or cancellation, all telephone numbers associated with your account may be released. At the same time the cancellation of individual services that have associated telephone numbers will result in the release of such numbers. You acknowledge and agree that it is your responsibility to work with a third-party provider to port out those numbers prior to your Service termination or cancellation of your account.

#### 4. Consent and Electronic Submission

1. You authorise ADWConnect to sign and submit number porting request forms to port in numbers listed on the Order form into our Service on your behalf.
2. In certain cases, ADWConnect may request you to submit your number porting request and specific documentation required to port numbers using a web-enabled user interface. You may withdraw your consent to submit your porting request electronically by contacting ADWConnect customer care service prior to us submitting the porting request to the carrier. Your consent to electronic submission applies only to the specific porting request you submit through web-enabled interface.

#### 5. Facsimile Service

1. You hereby acknowledge, understand and agree that numbers assigned by us for our facsimile service cannot be ported to a new service provider without the assistance and cooperation of our underlying partner. ADWConnect will use commercially reasonable efforts to facilitate a port of a facsimile number which was ported on your behalf to us by another service provider. You may be required to pay a porting out fee to us. The amount of porting out fee shall not exceed £25 GBP or \$50 USD per number ported.

## 10. MAINTENANCE

1. ADWConnect shall provide such preventative and corrective maintenance services during Extended Working Hours as it reasonably considers necessary for the proper functioning of the Service.
2. If You detect any defect or impairment in the operation or performance of the Service You must notify ADWConnect of the nature of such defect or impairment. ADWConnect will endeavour to respond as promptly as reasonably practicable after such notification and endeavour to make the necessary corrections in accordance with the service levels set out at Section 6 (Service) above.
3. All Purchased Equipment is covered by the provisions of the manufacturer's warranty for such period as may be specified in such warranty. You must familiarise yourself with such provisions and ensure that You comply with any obligations imposed on You therein. Failure to do so may result in such warranty becoming void. All Leased Equipment is supported on an advanced parts replacement basis for the duration of the term of the Agreement. That means that ADWConnect may choose to repair rather than replace any Leased Equipment and ADWConnect reserves the right to use refurbished equipment for this purpose. If ADWConnect requests You to return any Equipment to it, You shall do so within 14 days of such request at our cost but at Your risk until the time of delivery. If You do not do so within 14 days, we will charge You the full replacement value and/or a non-returned Equipment cost according to the Price List using your usual method of payment.
4. ADWConnect will be entitled to charge and You will pay a service fee at ADWConnect's then current charging rates in the event that the need for any maintenance results from any one or more of the following:

- misuse or neglect of or accidental or wilful damage to the Equipment and/or Service; or
- accidental or wilful disconnection of the Equipment and/or Service; or
- Your failure to comply with any of the provisions of the Agreement; or
- fault in, or other problem associated with, any telecommunications system not run by ADWConnect or in Your own equipment (not being Equipment); or
- faults of a minor or intermittent nature which do not significantly affect the provision of the Service.

## 11. WARRANTIES; INDEMNITIES; LIMITATION OF LIABILITY

1. Each Party accepts unlimited liability for fraudulent misrepresentation, and for death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
2. We do not guarantee, undertake, represent or warrant that your use of our Services or Software will be uninterrupted, timely, secure, error-free, free from infringement of any third party's intellectual property rights, or free from any virus or vulnerability, free from unauthorised users or hackers, and we do not give any undertaking, representation or warranty as the speed, quality or validity of the any element of the Service. We do not warrant that the results that may be obtained from the use of our Services will be accurate or reliable. You agree that from time to time we may remove any Services for indefinite periods of time or cancel the Services at any time, without notice to you. You expressly agree that your use of, or inability to use, the Service or Software is at your sole risk.
3. ADWConnect or its affiliated persons shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, howsoever caused (including but not limited to your use of any of the Services including Equipment; atmospheric conditions; any congestion, fault, interruption or interference with the power supply to the network; any act or omission by the any carrier, or any known or unknown viruses which cause interruption or interference with the network) . Where some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.
4. Without undertaking any obligations to give any such advice and/or recommendations, ADWConnect shall not be liable for any loss or damage suffered by You as a result of placing reliance on ADWConnect's advice and/or recommendations regarding the use of a third party's products or services.
5. Subject to clause 11.1, ADWConnect's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to Charges paid for the Services.

## 12. SUSPENSION AND OTHER ADWCONNECT POWERS

1. ADWConnect may:

- temporarily suspend the Service or any part thereof to vary the technical specification of the Service or Equipment or for repair, replacement, maintenance or improvement or to protect life, limb or property;
  - give such instructions to You about the use of the Service it deems reasonably necessary;
  - do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
  - suspend the Service in any circumstance in which it is entitled to terminate the Agreement.
2. Except in an emergency when no such notice is required, ADWConnect shall give You as much notice as reasonably practicable if the Service is to be suspended but You shall have no claim against ADWConnect for any suspension of the Service pursuant to the above Clause in this section. Any exercise by ADWConnect of its right to suspend the Agreement shall not exclude ADWConnect's right subsequently to terminate the Agreement.
  3. If the Service is suspended pursuant to Your default You must continue to pay Charges during such suspension and shall reimburse ADWConnect's costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement. Where ADWConnect agrees (at its discretion) to recommence the Service You must pay ADWConnect's reasonable charges in relation to such re-commencement and, at ADWConnect's discretion, You shall pay a reasonable deposit against future payments.

## 13. DURATION AND TERMINATION OF SERVICE

1. In relation to a particular Service the Agreement shall come into effect on the Service Start Date.
2. The Agreement shall continue in force unless either Party terminates the Agreement by giving the other Party 90 days written notice, with such notice expiring on or after the end of the Minimum Period.
3. Where a Trial Period has been agreed, You may by notice in writing to ADWConnect terminate the Agreement without penalty at the end of the Trial Period if the Service did not meet Your expectations during that period. If You fail to give such notice the Agreement shall continue as if there had been no Trial Period.
4. ADWConnect may terminate the Agreement immediately on written notice to You if:
  - Any Assessment is not in ADWConnect's discretion satisfactorily completed;
  - Any licence, permission or other approval You or ADWConnect require from time to time to connect to ADWConnect's System or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or ADWConnect the appropriate rights;
  - You are the subject of bankruptcy or insolvency proceedings in the United Kingdom or elsewhere, a receiver or administrator (or equivalent) is appointed over any of Your assets or You enter into any formal or informal composition or arrangement (or equivalent) with Your creditors or You or ADWConnect reasonably believes that such events are reasonably likely to occur. For the purposes of this Clause "You" shall include Your direct and/or indirect parent company and "Your" shall be interpreted accordingly;
  - You make a material misstatement in the details You have supplied to ADWConnect to enable ADWConnect to provide the Service;
  - You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with ADWConnect or a member of its Group;

- ADWConnect suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against ADWConnect or any third party;
  - You fail to meet the standard of creditworthiness deemed necessary by ADWConnect; or
  - Any contract between ADWConnect and a third-party provider of telecommunication services is terminated where such termination affects the provision of the Service.
5. If ADWConnect requests You to do so but You fail to return to us (to our customer services team or as otherwise notified to You by ADWConnect) the Order Form duly signed or accepted by You within 14 days of the Service Start Date (or any other date notified to You by ADWConnect) ADWConnect shall be entitled (but not obliged) by notice in writing to immediately terminate the Agreement or, without prejudice to its right so to terminate, to downgrade the Service as it thinks fit.
  6. On termination of the Agreement any licence granted to You by ADWConnect shall immediately cease. You must immediately stop using the Service and must stop using and delete any Software, and all amounts You owe ADWConnect in respect of the Service (including, without limitation, all Call Charges and Subscription Charges for the period up to the date of termination of the Agreement) shall be due and payable in full and You shall have no right to withhold or set off any such amounts.
  7. On termination of the Agreement by reason of Your default You shall be liable to pay ADWConnect all Charges (including without limitation the Minimum Charges) that would otherwise have been payable by You during the Minimum Period. ADWConnect shall not be obliged to refund any Charges paid in advance.
  8. The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination.

## 14. EARLY TERMINATION OF SERVICE

1. If You cancel or, without cause, terminate the Agreement prior to expiry of the Minimum Period no refunds of any Charges paid in advance shall be made by ADWConnect. Furthermore, ADWConnect shall invoice You and You shall pay to ADWConnect:
  - Any Charges due but unpaid at such date of cancellation or termination; and
  - Any reasonable costs incurred by ADWConnect in the removal and storage of the Leased Equipment; and
  - An amount equal to the Minimum Charges payable for the Minimum Period less the amount of One Off Costs and Monthly Costs already paid by You; and
  - Any other cancellation or termination charges referred to in the Price List or as otherwise agreed in writing, including any charges payable by ADWConnect to third party service providers in connection with such cancellation or termination.
2. Example of early termination charges:

ADWConnect Hosted VoIP

Minimum Term: 12 month

Package: 5 subscriptions at £75.00 per month

Cancellation Date: Any time during month 8

Remaining on Minimum Term: 4 months

Early termination charge:  $4 \times £75.00 = £300.00$  (excluding VAT)

## 15. ASSIGNMENT

1. You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of ADWConnect.
2. ADWConnect may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity, unless You can demonstrate that such assignment or delegation is materially detrimental to You or Your business.

## 16. FORCE MAJEURE

1. Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including, without limitations, acts of God, acts of Government or other competent regulatory authority, lightning, fire, flood, extremely severe weather, pandemic, epidemic, strike, lock-out, labour dispute, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law or regulation and accident (or by any damage caused by any of such events). Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 days' written notice to the other Party.

## 17. VARIATION

1. Subject to the next Clause any variation to the Agreement shall be agreed by the Parties in writing.
2. Notwithstanding the Clause 17.1 ADWConnect reserves the right to amend or vary the Service or the Agreement by giving You 30 days' written notice thereof. Within 14 days of such notification You may give ADWConnect not less than 14 days' written notice that if the amendment is not withdrawn You terminate the Agreement, unless the amendment or variation is required or imposed by Law, when You shall have no right to terminate. If You do not terminate in such period You are deemed to have accepted the variation.
3. If You request and ADWConnect agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, You must complete such formalities as ADWConnect shall require to give effect to such change and You must pay to ADWConnect its then current charges for such change. ADWConnect may require payment prior to effecting such change. To reflect such change ADWConnect may immediately by notice in writing to You revise the Charges.
4. In the event of any conflict between the terms and conditions written on the Order Form and these Terms & Conditions, the terms and conditions written on the Order Form shall prevail.

## 18. NOTICES

1. Unless otherwise stated in the Agreement:

Notices sent by You to ADWConnect shall be sent:

- **by electronic mail** to the electronic mail address or as otherwise notified to You: [support@adwconnect.com](mailto:support@adwconnect.com)

Notices sent by ADWConnect to You may be sent:



- **by hand or by post** to Your billing address specified on the Order Form or to Your registered office; or
  - **by electronic mail** to Your electronic mail address specified on the Order Form or as otherwise notified to ADWConnect in writing.
2. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Any notice or other communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mail-box.

## 19. MARKETING AND DATA PROTECTION

1. We do not sell, trade, or otherwise transfer to third parties your personal data. However, we may disclose your personal data if such disclosure is required for the provision of Services under this Agreement and is permitted by law, in which case, personal data may be shared with certain third-party service providers ("Service Providers") as well as between our internal departments (engineering, analytics, legal, customer and marketing, etc.)
2. We use Service Providers to perform elements of the Service on our behalf or to assist us with the provision and/or communication of the Service to you. For example, we may engage Service Providers to provide marketing, advertising, communications, infrastructure and IT services, to personalize and optimize our Service, to process credit card transactions or other payment methods, to provide customer service, to collect debts, to analyse data about users' interactions with our Services, and to process and administer consumer surveys. In the course of providing such services, these Service Providers may have access to your personal data or other information. We do not authorise them to use or disclose your personal information except in connection with providing their services in connection with performance of the Contract in accordance with applicable Laws and regulations or as otherwise expressly agreed with You.
3. Third parties shall maintain the security of your personal data and to treat it in accordance with applicable Laws and regulations.. We do not allow our Service Providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions in connection with performance of the Agreement or as otherwise expressly agreed with You.
4. Some of our Service Providers may be based outside the UK which means that the processing of your personal data will involve a transfer of data outside the UK.
5. Whenever we transfer your personal data out of the UK, we ensure that at least one of the following safeguards is implemented:
  - we will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the UK Information Commissioner's Office;
  - where we use certain service providers, we may use specific contract clauses approved by the UK which give personal data the same protection it has in the UK ;
  - where we use service providers based in the US, to the extent any privacy shield or similar arrangement has been approved by the relevant governmental agencies, we may transfer data to them if they are part of such arrangement which requires them to provide similar protection to personal data shared between the UK and the USA.
6. If there is neither adequacy decision nor appropriate safeguards implemented, we still may transfer your personal data out of the UK due to following justifications:

- we have been informed you about the possible risks of transfers of your personal data and you have explicitly consented to the proposed transfer of your personal data out of the UK;
  - the transfer is necessary for the performance of the Agreement or if you requested us to perform pre-contractual measures;
  - the transfer is necessary for the conclusion or performance of a contract concluded between us and another natural or legal person for your benefit;
  - the transfer is necessary for important reasons of public interest;
  - the transfer is necessary for the establishment, exercise or defence of legal claims;
  - the transfer is necessary in order to protect your vital interests or interests of other persons in cases where you are physically or legally incapable of giving consent;
7. We may engage certain Service Providers to provide or facilitate certain aspects of our Service on our behalf. You hereby agree that we may provide these Service Providers with access to your personal data in order to allow them to perform the Service for you and us subject to the Service Providers being bound to perform the Service to the best of its ability and always in compliance with the terms of this Agreement.
  8. We shall be entitled to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of ADWConnect's customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.
  9. We shall be entitled to make your name, address and telephone number available to the emergency services.
  10. Unless you notify us, we may use information provided by you for our market research purposes or to supply you with information about other products or services available from ADWConnect or any member of its Group.
  11. Each Party warrants that it will, at all times, comply with all relevant and applicable data protection laws, enactments, regulations, orders, standards, principles, directions and other similar instruments, as well as applicable UK and European Union data protection requirements, such as the General Data Protection Regulation (GDPR).
  12. Each Party also warrants that it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal and sensitive personal data and against the accidental loss or destruction of, or damage to, personal data to ensure compliance with all relevant and applicable data protection laws, enactments, regulations, orders, standards, principles, directions and other similar instruments, as well as applicable European Union data protection requirements.
  13. If either Party receives any complaint, notice or communication which relates directly or indirectly to either Party's compliance with the relevant and applicable data protection laws and the data protection principles set out therein, it shall immediately notify the other Party and it shall provide the other Party and/or any of its Affiliates with full co-operation and assistance in relation to any such complaint, notice or communication.
  14. For the purposes of this Agreement, each Party will promptly inform the other Party if any personal data relevant to the Agreement and the Services is lost or destroyed or becomes damaged, corrupted, or unusable. Each Party will also notify the other party immediately if it becomes aware of any unauthorised or unlawful processing of personal data. Each Party will restore such personal data at its own expense.
  15. The Parties acknowledge and agree that when performing the Services, ADWConnect may be acting in its capacity as a Processor (as defined in the GDPR) for and on behalf of the Client as Controller (as defined in the GDPR) and where acting in this capacity, ADWConnect will comply with the obligations in the Data Processing Agreement entered into separately between the Parties.

## 20. TEST OR TRIAL SERVICES AND PROMOTIONAL OFFERS

1. ADWConnect may from time to time supply test or trial services and/or promotional offers ("Offers") to some or all of its customers. Such Offers shall be subject to any terms & conditions ("Promotional Terms & Conditions") notified by ADWConnect to its customers. Unless otherwise stated in the Promotional Terms & Conditions ADWConnect shall not incur any liability under the Agreement in relation to such Offers. Promotional Terms & Conditions may require a variation to the Agreement in which case You shall be deemed to have accepted in writing such variation on acceptance of the Offer. Unless otherwise stated in the Promotional Terms & Conditions an Offer may be amended or withdrawn by ADWConnect (in relation to some or all of its customers) at any time and without notice. For the avoidance of doubt ADWConnect is not obliged to include You in any Offer it makes to its customers.

## 21. TIME NOT OF THE ESSENCE

1. Any dates quoted by ADWConnect in connection with the provision of the Service or delivery and installation of the Equipment shall be treated as estimates only. ADWConnect accepts no liability for failure to meet such dates and time shall not be of the essence of the Agreement for this purpose.

## 22. CONFIDENTIALITY

1. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):
  - to keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement (in this Clause, "Confidential Information"); and
  - not to disclose the Disclosing Party's Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and
  - to use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not otherwise for its own benefit or for the benefit of any third party.
2. The confidentiality obligations in above clauses will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement and an opportunity to challenge such requirement.
3. The confidentiality obligations in the above clauses will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
  - has ceased to be secret without default of the Receiving Party's part; or
  - was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or
  - has been received from a third-party who did not acquire it in confidence.
4. This clause 'Confidentiality' shall survive termination of the Agreement or any part of it.

## 23. INDEMNIFICATION

1. You agree to indemnify, defend and hold harmless ADWConnect and its affiliates (including without limitation parent companies, subsidiaries, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees) from any claim or demand made by any third party due to or arising out of your breach of the Agreement.

## 24. SEVERABILITY

1. In the event that any provision of the Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, and such determination shall not affect the validity and enforceability of any other remaining provisions.

## 25. MISCELLANEOUS

1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by ADWConnect to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
2. The provisions of the Agreement of a continuing nature shall survive termination of the Agreement or any part of it for any reason whatsoever.
3. The Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 26. ENTIRE AGREEMENT

1. These Terms and Conditions, the Order Form and any policies or operating rules posted by us on the ADWConnect Website constitute the entire agreement and understanding between you and us. This Agreement governs your use of any of our Services and supersedes and extinguishes all other agreements, communications and proposals, whether verbal or written between you and us (including without limitation any prior versions of the Terms and Conditions or previous Order Forms).
2. ADWConnect shall not be bound by any oral or written representation (except fraudulent misrepresentations) made by its representatives unless specifically incorporated into the Agreement in writing. Unless and until included in an Order Form signed by You, the terms of the Proposal do not form part of the Agreement between the Parties in relation to the provision of the Service, except for the Price List.

## 27. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement and any disputes (including non-contractual disputes) between the Parties relating to the Agreement, its subject matter or formation ("**Dispute**") shall be governed by and construed in accordance with English law.
2. If any Dispute arises, You and the Managing Director or another senior executive of ADWConnect shall, within 14 days of a written request from one Party to the other, meet in a good faith effort to resolve the Dispute.
3. Without prejudice to either Party's right to commence court proceedings pursuant to the next clause at any time, if the Dispute is not resolved at the meeting referred to in the previous clause, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (an "ADR notice") to the other Party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.
4. For any Dispute that the Parties cannot otherwise resolve, the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

THE MOST UP TO DATE POLICIES AND VERSION OF THESE TERMS CAN BE FOUND AT  
[HTTPS://ADWCONNECT.COM/LEGAL/SERVICES](https://adwconnect.com/legal/services)

If you have any questions or concerns about this document feel free to contact us at any time via email:

[hello@adwconnect.com](mailto:hello@adwconnect.com)

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