



Fixed Line Service Agreement Terms & Conditions

BACKGROUND

The parties have agreed that PMGC will supply the Service, defined below and that the Customer will pay for and use the Service in accordance with the terms of this Agreement.

AGREED TERMS

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- “Agreement”** means this agreement between PMGC and the Customer for the supply of the Service by PMGC to the Customer;
- “Call Charge”** means the charges payable by the Customer for telephone calls made using the Service;
- “Line Rental Charge”** means the periodic rental charges specified in the Particulars;
- “Particulars”** means the details of the Customer’s order set out in a PMGC order form signed on behalf of the Customer and PMGC;
- “Service”** means the telephony service specified in the Particulars.
- “PMGC”** means PMGC Technology Group Limited means us and any of our Affiliates.

1.2 Clause headings shall not affect the interpretation of this Agreement;

1.3 Words in the singular include the plural and vice versa. A reference to one gender shall include a reference to the other genders.

1.4 References to clauses are to clauses in this Agreement.

2. COMMENCEMENT

2.1 PMGC will be bound contractually to supply and provide the Service only when this Agreement and the Particulars have been signed by both the Customer and PMGC.

2.2 PMGC will supply and provide the Service subject to the terms of this Agreement. No additions or modifications to this Agreement or to the Particulars shall be effective unless accepted by PMGC in writing.

3. CUSTOMER ACKNOWLEDGEMENTS

3.1 The Customer acknowledges that:

- 3.1.1 the Customer is liable for all Line Rental Charges and Call Charges howsoever arising under this Agreement including call charges incurred as a result of fraudulent use of this Service.
- 3.1.2 whilst PMGC will take reasonable steps to protect the confidentiality of transmissions via the Service, PMGC does not warrant that transmissions made via the Service are confidential.
- 3.1.3 any telephone number allocated by PMGC to the Customer under this Agreement is licensed to the Customer for the duration of this Agreement and for the purpose of using the Service only.

4. TIME

4.1 Any periods or times stated for delivery or for compliance with any contractual obligations by PMGC in the Particulars or otherwise are estimates only and PMGC accepts no responsibility for loss or damage resulting from delay or any failure to notify the Customer of any delay.

5. PAYMENT

5.1 The Customer will pay to PMGC in each case within fourteen (14) days of the date of invoice:

- 5.1.1 the Line Rental Charges for each month of this Agreement;
- 5.1.2 all Call Charges for each month of this Agreement;
- 5.1.3 any additional charges at PMGC’s standard rates from time to time in force in respect of any additional services which PMGC may from time to time provide at the request of the Customer.

5.2 Subject to clause 5.4 the line Rental Charges are payable by the Customer monthly in advance within fourteen (14) days of the date of invoice.

5.3 Subject to clause 5.4 the Call Charges are payable by the Customer monthly in arrears within fourteen (14) days of the date of invoice.

5.4 PMGC shall be entitled from time to time to amend the billing periods and the Invoice dates applicable to any charges referred to in clause 5.1.

5.5 Any sums payable by the Customer will if unpaid for more than seven (7) days after the date for payment bear interest at the rate of four (4) per cent above the base rate of Santander UK plc from the date payment was due until the date of payment (whether before or after judgment).

5.6 The Customer will pay the charges referred to in clause 5.1 and any other amounts due to PMGC by direct debit or such other method of payment as PMGC may specify.

5.7 PMGC will only consider invoice queries from the Customer if they are made in writing within three (3) months of the date of invoice.

5.8 Unless otherwise stated in writing the amount of any charge quoted is exclusive of VAT which is payable by the Customer in addition at the appropriate rate.

6. DURATION OF AGREEMENT

6.1 This Agreement shall commence on the date of acceptance by PMGC and unless terminated in accordance with clause 12 shall continue for the period stated in the Particulars (the “Initial Period”) and shall continue thereafter until terminated by either party giving to the other party not less than thirty (30) days written notice to expire at any time after the expiry of the Initial Period.

7. WARRANTIES

7.1 PMGC warrants that the service will be provided using reasonable care and skill.

7.2 PMGC does not warrant that the Service will meet the Customer’s needs, or that the Service will be free from any interruption, delay, incident or error.

7.3 Any performance figures quoted or referred to in any document used in concluding the Agreement are estimates only.



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8. LIABILITY

- 8.1 This clause 8 sets out the entire financial liability of PMGC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 8.1.1 any breach of this Agreement;
 - 8.1.2 any use made by the Customer of the Service;
 - 8.1.3 any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this Agreement.
- 8.2 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.3 Nothing in this Agreement excludes the liability of PMGC:
- 8.3.1 for death or personal injury caused by PMGC's negligence; or
 - 8.3.2 for fraud or fraudulent misrepresentation; or
 - 8.3.3 under the Consumer Protection Act 1987 (but to the extent only PMGC is prohibited by law from seeking to restrict or exclude its liability); or
 - 8.3.4 for breach of the obligations arising under Section twelve (12) of the Sale of Goods Act 1979 (as amended from time to time).
- 8.4 PMGC will be responsible for physical damage to or loss of the property of the Customer which results from the negligence or wilful misconduct of PMGC or its employees provided that PMGC's total liability shall not exceed £2,500 in respect of anyone event or series of connected events and provided also that PMGC is notified of any alleged damage or loss within seven (7) days of the date on which the damage or loss occurred.
- 8.5 Except as set out in clause 8 PMGC shall have no liability for damage to or loss of the property of the Customer however caused.
- 8.6 Subject to clauses 8.3, 8.4 and 8.5;
- 8.6.1 PMGC shall not be liable for any loss of profits, loss of business, loss of use, loss of operating time, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and
 - 8.6.2 PMGC's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited an amount equal to the charges paid for the Service during the twelve (12) months preceding the date on which the claim arose or £6,000 (six thousand pounds) (whichever is the lesser).

9. USE OF THE SERVICE

The Customer shall:

- 9.1.1 not use, or allow others to use, the Service for any improper, immoral or unlawful purpose;
- 9.1.2 not use, or allow others to use, the Service for the purpose of causing annoyance, inconvenience or needless anxiety to any person;
- 9.1.3 comply with all instructions issued by PMGC in relation to use of the Service;
- 9.1.4 not by any act or omission, cause the quality of the Service to be impaired.

10. SUSPENSION/DISCONNECTION

- 10.1 PMGC may from time to time and without notice, suspend the services and (at PMGC's discretion) disconnect the Customer telephone number from the Service in either of the following circumstances:
- 10.1.1 during the period of any technical failure, repair, expansion, maintenance Improvement or notification of the services; or
 - 10.1.2 If the customer commits a breach of any terms of this agreement (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in PMGC's reasonable opinion may have the effect of Jeopardising the quality of the services.
- 10.2 The customer will remain liable to pay all charges due under this or any other agreement notwithstanding any suspension or disconnection under clause 10.1.2 above.

11. FORCE MAJEURE

- 11.1 PMGC shall have no liability to the Customer if the Service is interrupted or disrupted or if PMGC is prevented from or delayed in performing its obligations under this Agreement or from carrying out its reasonable business by any acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of PMGC or any other party) failure of a utility, commotion, malicious damage, compliance with any law or breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12. TERMINATION

- 12.1 Without prejudice to any other rights or remedies it may have, PMGC may terminate this Agreement Immediately without liability by written notice to the Customer if:
- 12.1.1 the Customer fails to pay any charges payable under this Agreement within seven (7) days of the due date for payment;
 - 12.1.2 the Customer commits a material breach of any of this Agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of being requested to do so in writing; or
 - 12.1.3 the Customer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or
 - 12.1.4 an encumbrance takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Customer; or
 - 12.1.5 the Customer ceases, or threatens to cease, to carry on business; or
 - 12.1.6 PMGC reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 12.2 Upon termination of this Agreement PMGC shall cease immediately to provide the Service and the Customer shall pay all charges outstanding at the date of termination. In addition (and without prejudice to any other rights or remedies of PMGC) the Customer shall pay to PMGC the Line Rental Charge which would have become due had the Agreement continued for the period specified in the Particulars.



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13. ASSIGNMENT

13.1 This Agreement is personal to the Customer and may not be assigned without the prior written consent of PMGC.

14. VARIATIONS

- 14.1 International pence per minute (PPM) rates are subject to change depending on the interconnect rates set by the country's specific carrier, this especially applies to international mobile rates.
- 14.2 Excluding clause 14.1, PMGC may adjust all or any of its charges on giving the Customer at least seven (7) days prior written notice provided that the Customer may within seven (7) days of receiving any such written notice terminate this Agreement by written notice to PMGC.
- 14.3 PMGC may at any time or from time to time make reasonable changes to this Agreement and/or the Service. PMGC shall notify the Customer in writing of any proposed changes, which shall take effect thirty (30) days after notification to the Customer.

15. EMERGENCY CALLS

15.1 The Service supports 999 public emergency call services and such calls will be routed to the national emergency call handling agents.

16. DATA PROTECTION

- 16.1 PMGC will use and disclose Personal Data (as defined in the Data Protection Act 1998) which It obtains under or in connection with this Agreement for the following purposes only:
- 16.1.1 to perform its obligations and enforce its rights under this Agreement;
 - 16.1.2 to provide the Customer from time to time with details of products and services which PMGC considers may be of interest to the Customer including those offered by third parties. PMGC may share Personal Data with these third parties and they may contact the Customer directly to provide details of such products and services.
 - 16.1.3 If the Customer does not wish to receive details of products and services or for Personal Data to be sent to third parties as set out in clause 16.1.2 the Customer may write to PMGC at the address stated on this order form.
- 16.2 Other than as set out in clause 16.1 PMGC will disclose Personal Data only to the extent required by law, court order or as requested by any government or law enforcement authority or to any company or entity to which It transfers or sub-contracts its obligations under this Agreement or to any supplier for the purpose of performing its obligations under this Agreement.

17. INDEMNITY

17.1 The Customer shall indemnify and hold harmless PMGC from and against any and all actions, claims, proceedings, losses, damages, expenses and costs (including without limitation court costs and legal fees) arising out of or in connection with the Customer's use of the Service.

18. INTELLECTUAL PROPERTY

18.1 The Customer acknowledges that all intellectual property rights in the Service are owned by PMGC or its licensors and that nothing in this Agreement shall operate as an assignment or licence to the Customer of any such intellectual property rights.

19. GENERAL

- 19.1 If any part of this Agreement is unenforceable, the enforceability of any other part of this Agreement will not be affected.
- 19.2 Failure by PMGC at any time to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor shall it affect the validity of this Agreement or any part thereof.
- 19.3 Where the Customer is more than one person, all of the Customer's obligations under this Agreement shall be joint and several.
- 19.4 No third party shall be entitled to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 19.5 This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 19.6 Any notice required to be given under this Agreement shall be in writing and shall be delivered in person or sent by fully pre-paid first class recorded delivery post or sent by facsimile to the respective addressee at its usual place of business or to such other address or facsimile number as it may have notified for such purpose. Any notice given in accordance with this clause 19.6 shall be deemed to have been received on the next working day following delivery (when delivered by hand or sent by facsimile) or (where sent by pre-paid first class recorded delivery post) seven (7) working days after posting.