

OUR CURRENT TERMS AND CONDITIONS AND FULL DETAILS OF ALL PRODUCTS AND SERVICES ARE ALWAYS AVAILABLE ON THE DIGITAL TELECOM AIRTIME LIMITED WEBSITE <http://www.dtairtime.co.uk> AND ARE DEEMED INCORPORATED HEREIN.

THE SERVICES MAY BE PROVIDED TO YOU ON A FREE OR TRIAL BASIS AT THE SOLE DISCRETION OF DIGITAL TELECOM AIRTIME LIMITED AND SHALL INCLUDE ITS SUCCESSORS AND ASSIGNS.

1. Definitions In this agreement:

“Act” means the Telecommunications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof.

“Airtime Service Provider” means a third party supplying airtime services to the Customer.

“Digital Telecom Airtime Limited” means Digital Telecom Airtime Limited whose registered office is at Ashworth Treasure Chartered Accountants, 17-19 Park Street, Lytham, Lancashire, FY8 5LU (registered number 7147680)

“Direct Debit” means any request(s) for any payment or series of payments by bank direct debit payment method.

“Customer” means the customer detailed overleaf.

“Equipment” means any equipment or product (including for the avoidance of doubt mobile telephones) supplied by Digital Telecom Airtime Limited or any third party on behalf of Digital Telecom Airtime Limited to the Customer.

“Minimum Term” means the period of 12 months from the Commencement Date or such other period as is prescribed for the relevant service or as is otherwise detailed overleaf.

“Mobile Services” means the provision of services in relation to mobile telephony.

“Services” means the provision of telecom services and/or Equipment and/or Mobile Services and/or call monitor and services provided by us relating to the Internet and any related service provided by Digital Telecom Airtime Limited to the Customer under this agreement.

2. The Services and Equipment

2.1 Save as provided in these terms and conditions Digital Telecom Airtime Limited shall provide the Customer with such Services and Equipment as are requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions. In respect of call monitor and other services the additional terms and conditions set out on our website shall be deemed to be incorporated herein. Digital Telecom Airtime Limited shall only become liable to supply Services to the Customer once satisfactory responses to credit checks and criminal bureau checks have been received by Digital Telecom Airtime Limited and (where appropriate) any airtime service provider. Digital Telecom Airtime Limited will monitor and record information relating to a customer's trade performance and such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

2.2 The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular:

2.2.1 not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.

2.2.2 not to contravene the Act or any other relevant regulations or licences.

2.2.3 not to allow any unauthorised access to the Equipment or the Services.

2.3 The Customer hereby agrees that its apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act and Digital Telecom Airtime Limited shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Digital Telecom Airtime Limited it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Digital Telecom Airtime Limited.

2.4 The Customer undertakes to use the Services in accordance with the Act and Digital Telecom Airtime Limited's acceptable use policy and fair usage policy (as published from time to time at www.dtairtime.co.uk) and the Customer further undertakes not to use the Services and to procure that none of its employees use the Services:

2.4.1 as a means of communication for a purpose other than that for which the Services are provided, and

2.4.2 for the transmission or receipt of any material which is defamatory offensive or of an abusive or menacing character or otherwise is in breach of Digital Telecom Airtime Limited's acceptable use policy.

2.5 Any Equipment supplied by Digital Telecom Airtime Limited further to a rental agreement remains the property of Digital Telecom Airtime Limited and must be made available for collection on the expiry or termination of this agreement.

2.6 The Customer will not procure or be party to an agreement or arrangement to provide or receive telecommunications material, Services or services similar to the Services by way of telecommunication provision via the Equipment without the permission of Digital Telecom Airtime Limited in writing and the prior payment in full for the Equipment. For the avoidance of doubt the use and/or provision of services using the Equipment and/or Services which may be deemed by the airtime services provider as a gateway is a material breach of this agreement.

2.7 The Customer shall not publicise any number in any way or commit to any advertising or publicity until such time as it has received from Digital Telecom Airtime Limited in writing confirmation that the number is live and has been tested. Digital Telecom Airtime Limited will use reasonable endeavours to provide you with the Services by the dates agreed with you and to

continue to provide the services until this agreement is terminated. Digital Telecom Airtime Limited will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Digital Telecom Airtime Limited is supplying network services as part of the Services the Customer must provide to Digital Telecom Airtime Limited details of all the related services that it wishes to receive relating to any telephone number that the Customer wishes to use. Digital Telecom Airtime Limited will provide network Services through such party as it deems appropriate.

2.8 The Customer shall give Digital Telecom Airtime Limited at least 30 days written notice in the event that above average use of the Services is likely to occur. Digital Telecom Airtime Limited shall not be liable for failure/withdrawal of any part of the Services should such notice not be given.

2.9 Digital Telecom Airtime Limited's acceptable use policy and fair usage policy form part of this agreement and includes any restrictions imposed on Digital Telecom Airtime Limited by the provider to it of the Services and/or Equipment and is designed to protect the level and quality of the services that Digital Telecom Airtime Limited offers to all of its customers and permits Digital Telecom Airtime Limited to regulate the Customer's use of the Services. The Customer acknowledges that, in respect of any broadband speeds, any speeds quoted by Digital Telecom Airtime Limited are approximate only and that the level of service that can be obtained by the Customer will be dependent on factors outside the control of Digital Telecom Airtime Limited including but not limited to the geographical proximity of the Customer to the local exchange and the quality of the infrastructure serving the Customer's premises.

2.10 The Customer hereby specifically authorises Digital Telecom Airtime Limited to send/resend CPS during the continuance of this agreement, and hereby waives Digital Telecom Airtime Limited's obligation to notify it of the same being done. If the Customer wishes to receive such notification then it must so inform Digital Telecom Airtime Limited in writing.

2.11 Where Digital Telecom Airtime Limited provides software to the Customer as part of the Services and/or Equipment Digital Telecom Airtime Limited hereby licences the software to the Customer solely for the use of the same by the Customer in connection with the Services and/or Equipment. This licence automatically terminates on termination of this agreement. Digital Telecom Airtime Limited does not warrant that the software will be error-free and the Customer hereby agrees to make proper back-ups of all data.

2.12 Where Digital Telecom Airtime Limited incur site survey, provisioning, engineering or other fees (whether its own or to a third party) associated with meeting the customer's requirements and/or subsequently the line does not become operational for any reason then Digital Telecom Airtime Limited have the right to charge the customer fees of up to £150 per line/per channel together with any charges levied on Digital Telecom Airtime Limited by a third party in bringing the associated infrastructure up to the relevant standard.

2.12.1 If the Customer instructs Digital Telecom Airtime Limited to cease or port the provision of a NGN (non geographic number) Digital Telecom Airtime Limited has the right to charge the Customer a disconnection fee of £20 for each NGN number.

2.13 Where the Customer is a Consumer, the Customer has the right to cancel the agreement within 14 working days of the date of the contract. Cancellation can be made by notifying Digital Telecom Airtime Limited by fax, email or recorded delivery letter. Any services used within this period will be chargeable. Any third party costs incurred by Digital Telecom Airtime Limited within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale. Consumers may have additional rights in respect of contract renewal periods. Please see www.ofcom.org.uk for further information.

2.13.1 Where the Customer is not a Consumer but is entitled or permitted by Digital Telecom Airtime Limited to cancel the agreement during any initial cancellation period, any services used within this period will be chargeable and any third party costs (including cancellation fees) incurred by Digital Telecom Airtime Limited within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale.

2.14 Where the Customer is a Consumer, the Customer has the right to take unresolved complaints to an approved Alternative Dispute Resolution agency eight weeks after the complaint was made. CISAS is an independent approved Alternative Dispute Resolution agency which provides this service free of charge or we are also participating company with Ombudsman Services Ltd. Their website can be found at <http://www.ombudsman-services.org/communications.html>. In the unlikely event that we are unable to resolve the complaint within 8 weeks, the Ombudsman Services will be able to help you.

2.15 Care Level 4 provides the Customer with a BT Openreach guaranteed 6 hour fix, 365 days a year. Please note however that this is 6 hours from when the fault is logged with BT Openreach and not from when the Customer experiences the fault or when the Customer reports to Digital Telecom Airtime Limited. Digital Telecom Airtime Limited agrees to deal with every fault in the best interests of the customer and this includes requesting further tests or diagnostics before booking a BT Openreach engineer to avoid costs if Digital Telecom Airtime Limited believe the Customer may incur costs if these tests are not done.

3 Term

3.1 This agreement shall commence on the date hereof and subject to the remaining terms of this Clause 3 shall continue for the Minimum Term and thereafter for further periods each equivalent to the Minimum Term until terminated by either party giving to the other not less than 90 days prior written notice but not greater than 120 days prior written notice expiring at the end of the Minimum Term or at the end of any subsequent period as appropriate, such notice to be sent by recorded delivery mail effective on the date the notice is received by Digital Telecom Airtime Limited.

3.2 Either party shall be entitled forthwith to terminate this agreement by giving written notice to the other if:

3.2.1 the other commits a continuing or material breach of this agreement and, if the breach is capable of remedy, fails to remedy it within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

3.2.2 an administrator takes possession or a receiver is appointed over any of the property or assets of the other party, the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this agreement); or

3.2.3 the other party ceases, or threatens to cease, to carry on business.

3.3 Digital Telecom Airtime Limited may terminate this agreement immediately if:

3.3.1 any licence or agreement under which Digital Telecom Airtime Limited or the Customer has the right to run its telecommunications system and in the case of the Customer connect it to the Digital Telecom Airtime Limited system is revoked, amended or otherwise ceases to be valid; or

3.3.2 the Customer is suspected, in the reasonable opinion of Digital Telecom Airtime Limited, of involvement with fraud or attempted fraud in connection with use of the Services or this Agreement; or

3.3.3 Digital Telecom Airtime Limited reasonably suspects that the Customer is unable to pay or is refusing to pay Digital Telecom Airtime Limited charges and/or budget plan payments.

3.4 For the purpose of clause 3.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

3.5 A waiver by either party of a breach of a provision of this agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.

3.6 If the Customer gives less than the specified amount of written notice to terminate this agreement (as per Clause 3.1) or ceases to use the Services or a part thereof (including reduced usage) or attempts to terminate this Agreement prior to the expiry of the Minimum Term or any subsequent period equivalent to the Minimum Term or fails to achieve any minimum call spend as set out on the Agreement, or if the Customer is in breach of this Agreement, Digital Telecom Airtime Limited reserves the right to invoice the Customer for the loss it suffers, which includes loss of revenue for the short notice given for the balance of the Minimum Term based upon an average of 6 calendar months bills of the Customer in which periods the Customer has made full use of the Services (or such lesser period as is available). Upon termination Digital Telecom Airtime Limited shall be entitled to raise invoices for all sums due and all invoices (whenever raised) shall become due for payment immediately.

3.6.1 The Early Termination Fee Formula is as follows: $(\text{Monthly Average of last 6 months billing} * 12\text{months}) / 365\text{days} = \text{Average Billing per day} * \text{number of remaining days on contract}$. Digital Telecom Airtime Limited also reserves the right to charge an additional administration fee of £25.

3.7 In the event of termination by either party for any reason:

3.7.1 Digital Telecom Airtime Limited shall be entitled to recover from the Customer the Equipment or cost thereof as appropriate, including where appropriate, but not limited to the cost of installing or removing the Equipment, all liabilities, claims, costs, losses and expenses incurred by Digital Telecom Airtime Limited including the initial CPS and engineering costs and of providing the Services and all losses suffered by Digital Telecom Airtime Limited by way of third party claw-back where such claw-back is due to the breach by the Customer of this agreement or the third party agreement;

3.7.2 and until such time as the Customer has transferred to a new provider, Digital Telecom Airtime Limited shall be entitled to amend its charges to its standard published usage charges.

3.7.3 Digital Telecom Airtime Limited reserves the right to charge an administration fee of upto £40 per number when ceasing or reducing the number of lines or channels

3.7.4 Leased lines and certain other services may incur additional charges as a result of third party termination costs incurred by Digital Telecom Airtime Limited. Please enquire for details of applicable charges

3.8 The rights to terminate this agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach. Continued use of the Services post termination will result in Digital Telecom Airtime Limited levying its standard published usage charges for all Services used, which charges the Customer shall pay immediately upon demand.

4. Access to premises

4.1 To enable Digital Telecom Airtime Limited to comply with its obligations under the Agreement:

4.1.1 the Customer shall allow or procure permission for Digital Telecom Airtime Limited and any other person(s) authorised by Digital Telecom Airtime Limited to have reasonable access to the Customer's premises and the Services' connection points or, where network connection services form part of the Services, such location on the Customer's premises and/or any neighbouring premises as Digital Telecom Airtime Limited reasonably requires and shall at all times provide such reasonable assistance as Digital Telecom Airtime Limited requests.

4.1.2 Digital Telecom Airtime Limited will endeavour to carry out work by appointment and during normal working hours, but may request the Customer to provide access at other times. If at the request of the Customer Digital Telecom Airtime Limited carries out work outside its normal working hours the Customer will be responsible for Digital Telecom Airtime Limited's reasonable additional charges.

4.1.3 the Customer shall carry out such site preparations as Digital Telecom Airtime Limited may reasonably require. Where a site survey is carried out the costs thereof and of any required work identified in the site survey shall be borne by the Customer.

4.2 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, Digital Telecom Airtime Limited will charge for the work and the costs incurred.

4.3 The Customer hereby duly authorises Digital Telecom Airtime Limited, its dealers and agents to reprogram and or remove existing access equipment in order to provide the Services. In the event that the work is undertaken by the Customer's existing telephone system maintainer and not Digital Telecom Airtime Limited, Digital Telecom Airtime Limited will pay a maximum contribution of £50 plus vat towards any charges raised by the Customer's existing telephone system maintainer. The Customer to pay all other costs.

4.4 Where BT Openreach charges Digital Telecom Airtime Limited for repairs (and/or engineering call out), and the fault is due to damage to the Customer's equipment, Digital Telecom Airtime Limited reserves the right to invoice the Customer for the amount of such BT Openreach charge together with an administration charge of £25.

4.5 Where required by Digital Telecom Airtime Limited, the Customer shall ensure that environmental conditions are maintained for Equipment.

5. Charges and Payment

5.1 Following the expiration of a trial period that may be provided to you at the sole discretion of Digital Telecom Airtime Limited and unless otherwise specified in writing by Digital Telecom Airtime Limited the Customer agrees to pay Digital Telecom Airtime Limited's charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Digital Telecom Airtime Limited within thirty days of the start of the provision of the Services and in accordance with the applicable tariffs. Where network connection and/or line rental services form part of the Services the charges shall be paid in advance.

5.2 Usage charges will be such charges for the use of the Services by the Customer as Digital Telecom Airtime Limited may notify to the Customer from time to time by e-mail or by post. Details of the Customer's current charges can be obtained by emailing Digital Telecom Airtime Limited at info@dtairtime.co.uk with full account details. There will be a minimum monthly usage charge and low usage charge for each Service as set out in Digital Telecom Airtime Limited's price list from time to time. Usage charges payable shall be calculated by reference to any data recorded or logged by Digital Telecom Airtime Limited or its service carrier and not by reference to any data recorded or logged by the Customer. Digital Telecom Airtime Limited shall be entitled to estimate the usage charges in circumstances where the relevant data is not available to Digital Telecom Airtime Limited in a timely manner, and any estimated usage charge shall be reconciled on a subsequent invoice.

5.2.1 Unless otherwise stated all other amounts due from the Customer to Digital Telecom Airtime Limited shall be paid within 14 days of the date of Digital Telecom Airtime Limited's invoice.

5.3 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Digital Telecom Airtime Limited (such failure to pay being a material breach of this agreement), Digital Telecom Airtime Limited may charge the Customer an administration fee of £15 per overdue invoice, per month and interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above HSBC's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 The price for the Services is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Digital Telecom Airtime Limited.

5.5 The Customer agrees to pay Digital Telecom Airtime Limited in full without any set-off all sums due to Digital Telecom Airtime Limited under this Agreement.

5.6 Digital Telecom Airtime Limited shall be entitled to require the Customer to pay a deposit in respect of future usage charges and the Customer shall pay the amount so required within 14 days of a request for the same.

5.7 The Customer authorises Digital Telecom Airtime Limited to vary the amount, frequency and time of any Direct Debit to such level as Digital Telecom Airtime Limited deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer (b) to reduce such indebtedness of the Customer to Digital Telecom Airtime Limited and/or (c) to such other operational matter affecting the Services as Digital Telecom Airtime Limited shall in its discretion deem reasonable.

5.8 If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 14 days of its date, then without prejudice to any right or remedies under this Agreement, Digital Telecom Airtime Limited shall from the time of such failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Digital Telecom Airtime Limited an administration fee of £15-00. For the avoidance of doubt the time of payment is of the essence of this Agreement and a failure to pay on time or the cancellation of a Direct Debit shall be a material breach of contract allowing Digital Telecom Airtime Limited to terminate this Agreement immediately. Invoices paid by BACs, Cheque or credit card incur an additional £5 or 3% charge of the transaction whichever is the greater.

5.9 Should the Customer have any dispute with regard to the usage charges or any other charges, the Customer shall give written notice to Digital Telecom Airtime Limited of the amount in dispute and the reason for the dispute. Any rectification or amendment of such disputed charges are limited to the 6 months prior to the written notification being received by Digital Telecom Airtime Limited and remains at Digital Telecom Airtime Limited's sole discretion such discretion not to be unreasonably withheld. Such notice must be received prior to the Customer not paying any amount due to Digital Telecom Airtime Limited, failing which the Customer shall be deemed to be in breach of contract and clause 3.3.3 shall apply together

with clause 5.8 and clause 5.3 in respect of the entire balance. The Customer shall remain liable to pay all amounts not in dispute in accordance with the terms of this agreement.

5.10 The Customer remains liable for all charges whether the Customer or someone else used the services and whether the services were used with the Customer's knowledge and consent or otherwise including and not limited to calls made by a rogue callers and calls made by any third party who has gained unauthorised access to the Customer's system.

5.11 Digital Telecom Airtime Limited retain the right to vary the charges set out in the tariff at any time upon giving the Customer 7 days notice such notice to be given either on the monthly invoice or on www.dtairtime.co.uk and continued use of the Service is deemed acceptance of these changes.

5.12 Any calls that are routed by any means beyond the control of Digital Telecom Airtime Limited and for which you are invoiced by another provider will remain the responsibility of the customer.

5.13 Digital Telecom Airtime Ltd reserves the right to charge customers a non-Direct Debit charge of £5 per month ex vat where invoices are not paid by direct debit.

5.14 Should a Consumer fail to renew their Agreement prior to the Minimum Term, Digital Telecom Airtime Limited reserves the right to set the tariff to standard rates.

5.15 Customers accept that by dialling a particular number, that they consent to the charges for that particular service as branded by OFCOM. Customers can check the charge banding of a particular call by visiting www.telecom-tariffs.co.uk/codelook.htm and searching the number. This particularly applies to certain mobile networks or numbers beginning with "08" where OFCOM has branded these networks as a non-standard mobile charge and may brand them as a "Personal Number" or "WIFI Services".

6. Suspension of the Services

6.1 Digital Telecom Airtime Limited shall be entitled, for business, operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on Digital Telecom Airtime Limited by its licence or by any other competent authority (including any network provider), to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer whether on a temporary or permanent basis provided that Digital Telecom Airtime Limited gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

6.2 If the Customer is in breach of a material term of this agreement Digital Telecom Airtime Limited may at its sole discretion and upon giving the Customer written notice elect to suspend without compensation the provision of Services for a period not exceeding 14 days. If the breach is capable of remedy and is remedied by the Customer within the 14-day period then Digital Telecom Airtime Limited shall recommence the provision of Services. If the breach is not capable of remedy or if so capable is not remedied within the period of 14 days, then Digital Telecom Airtime Limited shall have the option of either terminating this Agreement under the provision of clause 6.1, ceasing or of continuing the Services.

6.3 If the Customer's call charges exceed the estimated call spend or the credit limit given to the Customer by Digital Telecom Airtime Limited, whichever is the lower, then Digital Telecom Airtime Limited reserves the right to request immediate payment of the excess amount and to demand in accordance with clause 5.6 a deposit be paid in such amount as Digital Telecom Airtime Limited shall deem to be reasonable. If payment is not made forthwith by the Customer, Digital Telecom Airtime Limited shall be entitled to suspend all or any of the Services until payment of the excess amount is made in full.

6.4 Notwithstanding and without prejudice to any of its rights under this Agreement, Digital Telecom Airtime Limited reserves the right to withdraw the Services or any part thereof at any time if the monthly charges to the Customer are not, in the opinion of Digital Telecom Airtime Limited, sufficient to make provision of the Services viable for Digital Telecom Airtime Limited.

7. Liability

7.1 Nothing in this agreement shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.

7.2 If the Services fails to operate or the Customer diverts traffic to another carrier, Digital Telecom Airtime Limited will not be responsible for that carrier's charges.

7.3 Neither party shall be responsible to the other in contract, tort or otherwise for any loss of business, loss of data, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever save that this exclusion shall not apply to the fraudulent activities of either party nor to any claw-back or other loss suffered by Digital Telecom Airtime Limited pursuant to the determination by an airtime services provider that the Customer has used and/or provided services using the Equipment and/or Services which it deems a gateway.

7.4 Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either party's obligations under this Agreement shall be limited to £1,000,000 for any one incident or series of incidents and £2,000,000 in aggregate.

7.5 Neither party shall be liable to the other for any damage or loss which may be incurred by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God failure or shortage of power supplies, trade dispute, any act or omission of Government, highways, regulatory bodies, other public telecommunication operators or other competent authority, or supply of services by third parties.

7.6 Controlling unauthorised access (including fraudulent access) to PABX, trunking or other equipment or resource shall be the sole responsibility of the Customer. Digital Telecom Airtime Limited shall have no responsibility whatsoever for any such

access, or for the bills resulting from such access (which shall remain the Customer's obligation). The Customer acknowledges that the Service known as "fraud monitor" is not a fraud prevention system and does not prevent unauthorised access to the Equipment. Digital Telecom Airtime Limited advises the Customer to obtain proper security advice with regard to its PABX, trunking or other equipment or resource.

8. Mobiles

8.1

8.2 Digital Telecom Airtime Limited does not accept any liability for discrepancies between the Customer and Mobile Network Supplier

8.3 In respect of Mobile Services and unless Digital Telecom Airtime Limited advise otherwise the Customer shall enter into an agreement direct with the Airtime Services Provider and is responsible for all aspects (including the management) of that airtime service agreement. Digital Telecom Airtime Limited shall assist the Customer wherever possible in the management of the airtime service agreement.

8.4 If Digital Telecom Airtime Limited agrees to reimburse to the Customer charges for specified mobile numbers in respect of the Customer's transferring Airtime Service Provider in respect of such mobile numbers reimbursement must unless otherwise agreed in writing (i) be claimed by the Customer not earlier than four months from the date of transfer and (ii) be only claimed in respect of such mobile numbers as remain live and have not had a notice of termination of agreement served at the date of the claim

8.5 Digital Telecom Airtime Limited will be paid commission (initially and on an ongoing basis) by the Airtime Service Provider for introducing the Customer and other customers to it. Such commission may be clawed back in certain circumstances due to the act or omission of the Customer, including if the airtime service agreement is terminated or in respect of gateway or unauthorised use by the Customer. The Customer shall indemnify Digital Telecom Airtime Limited against any such claw-back and immediately on demand pay to Digital Telecom Airtime Limited an amount equivalent to that clawed-back.

8.6 Where it is agreed that Digital Telecom Airtime Limited shall pay to the Customer a cash incentive inducement or subsidy for entering into an airtime services agreement, any such amounts must be invoiced by the Customer in three equal amounts such invoices to be dated and delivered at the end of months 6, 12 and 18 of the airtime services agreement. Payment shall only be due to the Customer where the airtime services agreement has not been terminated before the end of the minimum term of the airtime service agreement. The Customer shall produce to Digital Telecom Airtime Limited such evidence as Digital Telecom Airtime Limited may reasonably require as to the continuation in force of the airtime service agreement.

8.7 Any cash incentives or subsidies due under this clause 8 that have not been claimed by the Customer within 30 days from the end of the minimum term of the airtime service agreement become null and void.

8.8 Any Equipment supplied in connection with Mobile Services shall be supplied subject to these terms and conditions. Digital Telecom Airtime Limited shall endeavour to supply the Equipment as soon as practicable and reserves the right to alter specifications or designs at any time to meet such delivery target.

8.9 All such Equipment will be supplied with the manufacturer's guarantee, unless otherwise agreed in writing. The Customer hereby acknowledges that the manufacturer's guarantee is only valid if the Customer complies with the terms and conditions of manufacturer's guarantee.

8.10 The Customer shall be liable for the full costs of any repairs carried out to the Equipment which are not covered by the manufacturer's guarantee.

8.11 The Customer agrees that Digital Telecom Airtime Limited shall not be liable for any loss or costs suffered by the Customer:

8.11.1 following any loss by the Customer of Equipment and/or the unlawful use thereof by a third party.

8.11.2 resulting from loss of network service or other network issues (including the porting of numbers).

8.12 The Customer shall be liable for the costs incurred by Digital Telecom Airtime Limited of obtaining PAC, MAC or similar codes required for the transfer of the Services.

9. General

9.1 Digital Telecom Airtime Limited reserves the right to change the provider of the Services to it at any time; further Digital Telecom Airtime Limited reserves the right to change these terms and conditions at its sole discretion by giving the Customer not less than 14 days notice (usually on the front page of the monthly bill and/or on its website at www.dtairtime.co.uk), and continued use of the Services thereafter will be deemed acceptance of such changes.

9.2 A notice required or permitted to be given by either party to the other under this agreement shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and, save in respect of a notice pursuant to clause 3.1, shall be deemed served on the second after the same has been posted.

9.3 If any provision of this agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected

9.4 The Customer shall not assign sub-license, delegate or otherwise deal with all or any of its rights and obligations under this agreement without Digital Telecom Airtime Limited's prior written consent, such consent not to be unreasonably withheld. Nothing in this agreement shall be deemed to grant to the Customer a licence to use any software or other intellectual property right (which shall include the Digital Telecom Airtime Limited trade marks) other than strictly in accordance with the

terms of this agreement. For the avoidance of doubt, the Customer shall not be entitled to sub-license any such software or other intellectual property right.

9.5 These terms and conditions together with any terms set out in the order constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to clause 9.1 and 5.2, may not be varied except in writing and signed by Digital Telecom Airtime Limited or varied orally and then confirmed in writing by Digital Telecom Airtime Limited. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In entering into this agreement the Customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this agreement, but nothing in this agreement affects the liability of either party for fraudulent misrepresentation.

9.6 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

9.7 The laws of England shall govern this agreement, and the Customer agrees to submit to the exclusive jurisdiction of the English Court.

10. Call Monitor

10.1 Call Monitor is a service offered by Digital Telecom Airtime Limited to check the calls made by all customers and to make customers aware of calls Digital Telecom Airtime Limited feel at their discretion, the customer should be aware of.

10.2 Digital Telecom Airtime Limited will agree to check all calls as they are made aware of them via the information supplied by its supplier(s). Digital Telecom Airtime Limited does not accept any liability if the information is not made available at the time.

10.3 It is the responsibility of the Customer to make aware to its staff what types of calls are allowed to be made via the business lines. Digital Telecom Airtime Limited will not be held responsible for the customers staff continuing to dial unauthorised numbers after the time that Digital Telecom Airtime Limited makes the customer aware of such calls being made.

10.4 Digital Telecom Airtime Limited will only inform the person who signed the contract regarding any unusual activity. Digital Telecom Airtime Limited cannot be held responsible for the wrong person being informed or gaining access to the information given honourably.

10.5 It is the responsibility of the customer to ensure that all telephone calls are ended by the handset being correctly placed on the receiver, thus disconnecting the call. Digital Telecom Airtime Limited will not be held liable for any excessive duration calls because of the customer or the customer's telephone equipment not properly disconnecting a call.

10.6 It is the responsibility of the customer to educate its staff on the cheapest ways to obtain a particular telephone number. Digital Telecom Airtime Limited agrees to provide the call rates of any call type upon request, but is not obliged to provide advice on how to obtain free telephone directory information.

10.7 Digital Telecom Airtime will as default deem a "high spend" call as one call greater than or equal to the value of £25 ex vat, and a "high duration" call as any calls longer than 1hour. Any calls over £25 in cost or 1hour in duration, Digital Telecom Airtime Limited will make every effort possible to inform the customer of such calls as soon as it is made available.

10.8 In the instance Digital Telecom Airtime Limited has made several attempts to contact a customer regarding a high spend or high duration call and has not been able to speak to the customer, Digital Telecom Airtime Limited may in some cases take it upon themselves to bar all calls from being made to prevent an excessively high bill.

11. Special Offers

11.1 Offer 1 – Free Line Rental For 9 months is subject to the following conditions:

1) Customer must agree to a 3year contract for the telephone number they wish to have tied to the offer. This must be confirmed in writing by email and subsequently confirmed by an email response from someone at Digital Telecom Airtime that the email has been received and processed

2) After the free 9 month period, the customer will automatically revert to a line rental of £13.50 per line or channel each month on the line the offer was taken on.

3) If the customer wishes to cease the line during the 3 year term, cancellation fees (see term 3.6.1) will be calculated based on an average bill as if the line rental had been charged at the full price of £13.50 per line per month and any free months line rental will be clawed back through a one off charge.

4) The offer of free line rental is also subject to the standard transfer or installation fees, which unless stated otherwise by the salesperson shall be as follows:

4a) Single Analogue Line – Install (per line) = £99, Transfer = £6.50 per number

4b) ISDN2 Line – Install (per 2 channels) = £285, Transfer = £35 per number

4c) ISDN30 Line – Install (Main Bearer) = £960, Install (per additional channel) = £10, Transfer = £90 per number

5) Digital Telecom Airtime Ltd reserves the right to withdraw the offer at any time by giving no less than 3 months notice in writing to the customer.

11.2 Offer 2 – £100 Cashback Offer is subject to the following conditions:

1) Customer must agree to a 3year contract for the telephone number they wish to have tied to the offer. This must be confirmed in writing by email and subsequently confirmed by an email response from someone at Digital Telecom Airtime that the email has been received and processed

2) The offer of the cashback is subject to paying a line rental charge of £13.50 per line or channel per month on the line the

offer was taken on.

3) If the customer wishes to cease the line during the 3 year term, cancellation fees (see term 3.6.1)

will be calculated based on an average bill and the £100 cashback will be clawed back through a one off charge.

4) The offer of cashback is also subject to the standard transfer or installation fees, which unless stated otherwise by the salesperson shall be as follows:

4a) Single Analogue Line – Install (per line) = £99, Transfer = £6.50 per number

4b) ISDN2 Line – Install (per 2 channels) = £285, Transfer = £35 per number

4c) ISDN30 Line – Install (Main Bearer) = £960, Install (per additional channel) = £10, Transfer = £90 per number

5) The cashback offer is limited to a max cashback payment of £100 per telephone number

6) The cashback will be applied to the customers invoice on the first invoice after the transfer/installation has completed.