

Telkom Communication Ltd.

Terms and Conditions of use

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1. Acceptance

Telkom Communications ("Telkom") provides this website ("Telkom Website") to you on the basis of the following terms and conditions ("Terms and Conditions"). By accessing any page on this Telkom Website, you agree to be bound by these Terms and Conditions. These Terms and Conditions may be updated by Telkom from time to time by posting the updated Terms and Conditions without prior separate notification to you. You should check the Terms and Conditions each time you access the Telkom Website to check for updates.

2. Use

The Telkom Website and any support are provided to you at no charge and are for your use. Any support provided to you is for information purposes only. Telkom reserves the right to make changes to the Telkom Website; or not reply to any queries; or not provide any support in connection with the Telkom Website.

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You undertake not to post to or send via this website any materials that are or could reasonably be construed as: (i) defamatory, libellous, obscene, offensive, abusive, liable to incite racial hatred, discriminatory or blasphemous; (ii) in breach of any obligation of confidence or privacy or any trade secret; (iii) infringing the proprietary rights of any third party or for which you have not obtained all necessary licences and/or approvals; or (iv) violating any other law.

You also agree not to transmit to or send via the website any materials which could reasonably be held to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of any country or other competent authority, or infringe the rights of any third party enforceable in any part of the world.

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You must not link to the Telkom Website other websites which are indecent or inappropriate, and you must forthwith remove any link if Telkom in its discretion so requests.

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Nothing in these Terms and Conditions shall exclude or limit Telkom's liability for (i) death or personal injury caused by its negligence; (ii) fraud; or (iii) any liability which cannot be excluded or limited under applicable law.

5. Privacy Policy

When you choose to register on or use any part of this Telkom Website, you agree to provide Telkom with the accurate data as requested in the registration form. For details of our use and transfer of your personal data, please refer to this PRIVACY POLICY.

PRIVACY POLICY

1. The information provided in a form or otherwise via the Telkom Website will be used by Telkom, which for the purposes of this Section 5 will also include Telkom Communications Ltd, for the purpose of providing the services that you have requested by way of the Telkom Website.
2. From time to time Telkom, Telkom affiliates or agents might use this information for marketing purposes or to inform you about other products and services, which we think might be of interest for you. You can specify whether you wish to receive such information in the appropriate box in your registration form.
3. Your personal information might be passed on to other Telkom affiliates and third parties (such as hosting service providers) for the purposes set out above and for the purposes of group administration. This might involve a transfer of data outside the European Economic Area. Some of these recipients may be located in countries that do not have the same privacy laws as the United States, however, you may rest assured that the necessary measures are in place to protect the confidentiality and security of your information.
4. We are committed to protecting your privacy. Your personal data is held on secure computer and manual files and shall not be processed for any other purpose than those set

out in this Privacy Policy. The server Telkom uses to store this information is accessible to authorised staff only, is further connected to the Internet through a firewall and is therefore not accessible to the public.

5. Small pieces of information known as cookies may be installed on your computer to collect statistical information including navigation paths, number of visits, returning customers and hits per page. The only personal information that a cookie can contain is information that you provide yourself. They cannot read data off your hard disk. We use these cookies to help us determine the usefulness of the information that we provide and to see how user-friendly our website is. Telkom does not share the information that it gathers from cookies with other non-Telkom entities or sell it to third parties. If you prefer not to receive cookies from our website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse cookies by turning them off in your browser. You are not required to have cookies turned on to enable you to use any area of the Telkom Websites.

6. You have the right to access, correct, update, or delete your data by accessing the appropriate link to your profile or by submitting a request to support@telkom.co.uk

7. We will only hold your personal information for the duration necessary to allow us to provide the services that you have requested or for any additional period as required by law.

8. This Privacy Policy may be amended by Telkom from time to time. We will notify you of any material changes affecting our use of our personal data.

DEFINITIONS

Telkom Communications Ltd, hereafter referred to as TC..."Account" means the record of all Charges due from a Customer. "Agreement" means the agreement between TC and the Customer in respect of the Services incorporating these terms and conditions. "Charges" means the charges payable in respect of the Services (as amended from time to time in accordance with clause 6.10 below) "Customer" means the party named as such on the Customer Order Form to whom TC agrees to provide Services and by whom Charges are payable. "Customer Order Form" means TC's customer order form completed by the Customer either manually or via the internet. "Initial Connection" means the time and date when the Services are first made available to the Customer. "ICSTIS" means the Independent Committee for the Supervision of Standards of Telephone Information Services "OFCOM" means the Office of Communications "Operator" means the provider of access to the Telecommunications Network. "Order" means a Customer's order for services made manually on a Customer Order Form or any request for services via e-mail or the internet. "Premium Rate Number" means the telephone number allocated to a Customer for the purpose of enabling the Customer to provide Premium Rate Services "Premium Rate Services" means telephone services providing information, advice, entertainment or any other services defined from time to time by ICSTIS as being Premium Rate Services "Revenue" Means sums payable by TC to the Customer in respect of Access Numbers that generate a rebate. "Services" means connection to the Telecommunications Network, provision of Telephone Numbers, Access Numbers and other telecommunications services as set out in one or more Customer Order Forms. "Telecommunications Network" means the public and private telecommunications systems accessed by the Telephone Number/Access Number or by which the Services are made available. "WLR" (Wholesale Line Rental) means that TC will invoice for the line rental and outbound calls of your BT line(s). Openreach will continue to maintain your line and fix any faults that may occur. "CPS" (Carrier Pre-Selection) means that outbound calls will be invoiced by TC. Line rental will continue to be invoiced by BT and Openreach will continue to fix any faults that may occur. "Telephone Number" means telephone number allocated to the customers account, for the purpose of WLR and CPS. "Access Numbers" means any non-geographic number (0800, 0845, 090 etc) allocated to the customers account for the purpose of inbound calls.

2a. PROVISION OF SERVICES

2.1 TC agrees to provide Services to the Customer on the terms and conditions of this Agreement once TC has accepted the Customer's Order. TC will have accepted the order upon the Initial Connection. From time to time TC may need to substitute an ordered access number for an alternative access number prior to the initial connection and will advise the customer accordingly before the initial connection. Customers should not market any ordered access number before the Initial Connection. TC will not be responsible for any marketing costs whatsoever, should an ordered access number need to be substituted or in the case of network failure outside the control of TC or technical issues.

2.2 The Services are supplied subject to all limitations of the Telecommunications Network including the risk of imposed prefix or number changes. In particular TC is unable to guarantee that all overseas systems will be able to access the Customer using the Telephone Number/Access Number or that telephone keypads will use the same alphanumeric combinations as are currently used in the UK.

- 2.3 Each Order will with these terms comprise a separate contract between the parties unless the order specifies that it is an amendment to an existing contract.
- 2.4 In the case of Activation charges for "bronze", "silver", "Golden" or "Platinum" Access numbers must be paid in full at the rate of £100, £250, £500, or £1000 respectively, prior to activation. Should this charge be deferred for any reason whatsoever, payment of the full charge becomes due should a request for number porting be submitted.
- 2.4 Where an Order covers more than one Telephone Number/Access Number each Telephone Number/Access Number shall be deemed the subject of a separate and severable Agreement.
- 2.5 Where the Customer's name or if applicable company registered number on the Customer Order Form is incorrect or incomplete, the Customer agrees that TC may treat as being the Customer the individual or organisation that made the order for services.
- 2.6 TC reserves the right to perform a credit check with no prior given notice on any legal entity.

3a. DURATION

- 3.1 The minimum period for service is 12 months from the Initial Connection. This Agreement will continue after the expiry of the minimum period unless and until:
- 3.1.1 It is terminated by either party giving the other one month's written notice to terminate the Agreement expiring on the first or any subsequent anniversary date of its commencement. In the case of notice given by the Customer, the notice shall not become operative until the Customer receives, by way of acknowledgement, a cancellation acceptance form signed by an officer of TC on TC's headed note paper; or
- 3.1.2 in accordance with clause 12 below.

4a. TC'S OBLIGATIONS

- 4.1 TC will use reasonable endeavours to provide the Services but TC shall not be liable for any failure resulting from factors outside TC's control. In particular TC is not responsible for the operation of the Telecommunications Network.
- 4.2 TC reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the Services.
- 4.3 TC will provide an after sales service and help desk contactable by telephone or e-mail.

5a. CUSTOMER RESPONSIBILITIES

- 5.1 The Customer shall at all times:
- 5.1.1 Comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by TC in connection with the Services or any of them;
- 5.1.2 Pay TC's charges under this Agreement on or before the due date for payment without set off or deduction. Failure to comply may result in immediate termination.
- 5.1.3 Ensure insofar as is possible that the Telephone Numbers/Access Numbers are not used in any unlawful, improper or damaging manner;
- 5.1.4 Indemnify and hold harmless TC against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services;
- 5.1.5 Indemnify and hold harmless TC against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from a claim by a third party where the third party claims it has the right to prevent the Customer from using the Telephone Number/Access Number.
- 5.2 Where the customer becomes liable for any type of contractual charges from BT, it is the customer's responsibility to settle these charges with BT. TC will take no responsibility whatsoever.
- 5.3 Where the Customer's Order Form includes an order for a Premium Rate Number the Customer shall also:-
- 5.3.1 Provide TC with an accurate description of the Premium Rate Service it intends to provide;
- 5.3.2 Prior to providing the Premium Rate Service ensure that it obtains all necessary licences, authorities and approval from ICSTIS, OFCOM and any other regulatory body relevant to the Premium Rate Service and thereafter maintains such licences, authorities and approval for the duration of this Agreement;
- 5.3.3 Upon the request of TC provide TC with written evidence of such licences, authorities and approval;
- 5.3.4 Notify TC immediately of any intention on the part of the Customer to change the nature of the Premium Rate Service and obtain TC's agreement in writing to the proposed change prior to providing the new Premium Rate Service;
- 5.3.5 Ensure the Premium Rate Service:
- 5.3.5.1 Complies with all relevant legislation, regulations, guidelines and codes of practice;
- 5.3.5.2 Does not include any material which is defamatory, offensive, indecent, threatening or likely to bring TC into disrepute by virtue of its connection with the Customer;
- 5.3.5.3 Does not refer to TC or the Operator without their prior approval in writing.
- 5.3.6 The Premium Rate Service may be monitored from time to time by TC in order to ensure compliance with the terms and conditions of this Agreement or by the Operator, ICSTIS or any similar authority to ensure compliance with all applicable legislation, regulations, guidelines and

codes of practice.

6. Charges

6.10 A 10.00 charge will be applied to reinstate access number services suspended for late payment.

6.11 A £100.00 charge will be applied to reinstate WRL/CPS services that have been ceased for non payment.

6.12 TC will charge £199.00 disconnection fee should your contract be terminated due to non payment of invoices.

6.13 The monthly charged applied for billing methods other than e-billing will be £2.00.

6.14 Charges are exclusive of Value Added Tax.

6.15 TC shall in respect of each Service be entitled to review and vary from time to time the Charges and introduce new charges.

6.16 Charges may also be imposed in the following circumstances brought about by a Customer request:-

6.16.1 Change of service.

6.16.2 Change of Operator for any Access Number.

6.16.3 Change of service provider upon termination of this Agreement in respect of any Access Number.

6.16.4 Transfer of any Access Number to another subscriber.

6.17 The Customer shall not dispute the amount of any Operator generated Charges unless and then only to the extent that TC is entitled to dispute such charges with the Operator.

6.18 TC shall be entitled to seek payment for overdue invoices using all payment methods available to them. Reasonably administration charges may be added to the total outstanding.

7. REVENUE

7.1 The Customer shall be entitled to receive Revenue from TC based on the minutes of call time generated by the use of a number that generates a rebate as recorded in data supplied to TC by the Operator which shall be conclusive for the purpose of calculating Revenue.

7.2 The rate at which Revenue shall be paid shall be agreed between the parties.

7.3 TC shall pay Revenue on a monthly basis, approximately 60 days in arrears.

7.4 TC shall be entitled to withhold Revenue due to the Customer:-

7.4.1 Upon the suspension of the Service in accordance with clause 10;

7.4.2 If TC suspects the Customer is in breach of any term of this Agreement or any other agreement between the parties;

7.4.3 If TC suspects the Customer has increased its entitlement to Revenue by fraudulent or improper means;

7.4.4 If TC has not received the corresponding payment from the Operator

7.5 TC shall be entitled to set off any Charges due to TC against Revenue due to the Customer

8. THIRD PARTIES

8.1 The Customer may allow a third party to use a Premium Rate Number as part of a managed bureau service provided by the Customer in connection with the provision of Premium Rate Services, in which case the Customer shall procure the third party's compliance with the terms of this Agreement and all relevant legislation, regulations, guidelines and codes of practice.

9. TC'S LIABILITY

9.1 TC does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence or that of its employees or agents.

9.2 TC shall exercise reasonable skill and care in the provision of the Services.

9.3 Except as stated expressly otherwise in this Agreement, in relation to the provision of Services, TC shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.

9.4 Where any Service has been continuously unavailable to a Customer for a continuous period of more than 7 days and not as a result of any action or omission of the Customer or any event beyond the reasonable control of TC the Customer may apply to TC for a rebate of any time based Charges in respect of the unavailable Period and TC shall allow the Customer a proportionate rebate of such time based charges. TC shall have no other liability for failure or unavailability of the Telecommunications Network.

9.5 TC shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses resulting from third party claims.

10. SUSPENSION OF SERVICES

10.1 TC may suspend all or part of the Services or any of them for so long as reasonably required or disconnect the Telephone Number/Access Number at any time without notice if:

10.1.1 The Customer is in material breach of this Agreement or any other agreement between the parties and in particular in breach of clause 5 or 6;

10.1.2 The Customer acts in such a way or permits anything to be done which, in the reasonable opinion of TC, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network;

10.1.3 Required to do so directly or indirectly by law, the Operator, OFCOM or ICSTIS;

10.1.4 Required for modification or maintenance or in cases of emergency

10.1.5 TC has reason to believe the Services are being used for unlawful, fraudulent or improper purposes.

10.1.6 Invoices become overdue.

10.2 The Customer shall remain liable for all Charges during any period of suspension attributable to the actions or omissions of the Customer

11. DATA PROTECTION ACT

11.1 Information that the Customer provides to TC about private individuals relevant to TCs dealings with the Customer will be stored within TC's computer system and manually.

11.2 For the purpose of the Data Protection Act 1998 ("the Act") TC needs to specify the purposes for which it will use that information. It will of course only use it for legitimate purposes, including:-

11.2.1 Communicating with the individuals concerned as necessary in connection with the Customer's dealings with TC.

11.2.2 Communicating with the Customer in connection with TC's services generally;

11.2.3 Providing it to third parties as required by the Customer or the law or as necessary in connection with the Customer's dealings with TC (including for inclusion in publicly available directories). Those third parties may be outside the European Economic Area.

11.3 By giving TC that information the Customer consents to TC holding using and disclosing it for those purposes.

11.4 TC is permitted under the Act to hold and use personal data for the purposes specified above. It will not process such data provided by the Customer otherwise than for those purposes or as otherwise required by the Customer.

11.5 TC confirms that it will comply with the Seventh Data Protection Principle under the Act (data security) in relation to all personal data supplied by the Customer.

12. TERMINATION OF AGREEMENT

12.1 TC may terminate this Agreement immediately by notice in writing to the Customer if:

12.1.1 The Customer is in breach of any of the terms of this Agreement or any other agreement between the parties and does not remedy the breach within 7 days of the date of written notice from TC specifying the breach and requiring it to be remedied;

12.1.2 Any licence, permission, agreement or authorisation granted to the Operator or to TC necessary for the provision of the Services is suspended, revoked or terminated; or

12.1.3 TC is unable to recover from the Operator Revenue payments due to the Customer.

12.2 TC may terminate this Agreement immediately without written notice, if it has reasonable reason to believe debts will not be paid when due.

12.3 The Customer can at any time by reasonable notice request to terminate any Agreement upon the transfer of Access Numbers the subject of that Agreement to another Operator or service provider. In these circumstances, if TC grant the request the Customer shall be liable to compensate TC for its likely loss of income under that Agreement (from whatever source) from the date of termination to the date on which the Customer could have first terminated the agreement under clause 3.1.

12.4 The Customer cancelling direct debit payments at their bank/building society does not mean that Services have been deemed as cancelled by TC.

12.5 No TC access number may be ported or migrated to any other network operator or telecoms reseller without written consent from TC. Should a customer commence porting or migrating procedures without such written consent

12.6 TC may terminate services without notice.

12.7 TC may terminate any access number that has not received any calls in the previous 12 months without notice.

12.8 Any termination of this Agreement shall be without prejudice to the rights of either party accrued to the date of termination.

13. GENERAL

13.1 TC shall address all bills and serve any notices on the Customer pursuant to this Agreement either in writing by post to the address set out in the Order or the Customer's registered office or any other address provided by the Customer for this purpose or by e-mail to the e-mail address

provided by the customer.

13.2 The Customer shall serve any notice pursuant to this Agreement by post to TC.

13.3 All documents shall be deemed served 48 hours after posting or immediately after e-mailing.

13.4 No failure by TC to exercise any of its rights under these terms and conditions or concession granted and shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.

13.5 The Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) and that it has only relied upon matters set out in this Agreement in deciding to enter into this Agreement.

13.6 The Customer acknowledges that the only remedy it has against TC for any misrepresentation or untrue statement shall be a claim for damages for breach of this Agreement. However, if TC has made any fraudulent representations upon which the Customer has relied, the Customer may pursue TC, and the Customer shall be entitled to all available remedies under English law.

13.7 No variation of this Agreement or waiver hereunder shall be effective unless agreed in writing by TC.

13.8 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in questions shall not be affected as a result.

13.9 The Customer shall not assign or try to assign any or all of the rights and responsibilities under the Agreement but TC may transfer its right and obligations hereunder to a new service provider in which circumstances the Customer shall enter into a new agreement in the same terms as this with the new service provider.

13.10 Where two or more persons constitute the Customer their liability is joint and several.

13.11 TC may require a variation to the terms and conditions of the Agreement if so required by legislation, the Operator, OFCOM, ICSTIS or any similar authority.

13.12 Nothing within this Agreement is intended to create third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.13 This Agreement is governed by English Law and English Courts shall have exclusive jurisdiction as regards any dispute.

13.14 TC may from time to time make amendments to these terms and conditions.

13.15 Capped calls for WLR relate to the first 60 minutes of the call only.

13.16 TC operate a fair use policy on the WLR Anytime Unlimited tariff.

14. USE OF SERVICE

14.1 By ordering any service supplied by TC you the customer are agreeing to the Terms and Conditions set out in this agreement.

15. Trademark

You must not display or use in any manner Telkoms trademarks or logos without Telkoms prior written permission.

7. Telkom (UK) Ltd.

Telkom Communications Ltd

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16. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.

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