

STANDARD TERMS AND CONDITIONS

"Digital Exchange" means Digital Exchange Limited a company incorporated in England and Wales registration number 3098563 whose registered office is at President Park, President Way, Sheffield, S4 7UR

"Customer" means the company or individual detailed on the Digital Exchange sales order form.

1. Application

1.1 These Terms and Conditions shall apply to the provision of services by Digital Exchange to the Customer.

1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), these Terms and Conditions shall prevail unless expressly otherwise agreed by Digital Exchange in writing.

2. Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means the agreement entered into by the Customer and the Digital Exchange to which these Terms and Conditions apply;

"Business Day" means, any day (other than Saturday and Sunday) on which ordinary banks are open for their full range of normal business in the UK.

"Commencement Date" means the commencement date for these Terms and Conditions as set out in the Specification of Services Schedule to these Terms and Conditions.

"Committed Data Rate" means the rate of data transfer in Mb/sec that the Provider guarantees will be made available for the Customer.

"Customer" The company listed as the customer on the sales order form.

"Customer Time" means all periods during which the Provider is unable to take any remedial action in a fault situation due to Customer controlled conditions.

"Equipment" means the Equipment required for the Provider to provide the service to the customer.

"Fees" means any and all sums payable by the Customer to the Provider arising out of the performance of the Provider's obligations under these Terms and Conditions.

"Mb/sec or Megabits per second" means a data transfer rate of one million, forty eight thousand five hundred and seventy six bits per second.

"Provider" is Digital Exchange Ltd.

"Service Unavailability" means a period from the time a fault notice is raised by a customer using the Providers trouble ticket system to the time the fault is cleared less any customer time and monitoring time.

"Services and Support" means the services to be provided by the Provider to the Customer as set out in sales order form, including onsite and/or remote technical Support.

"Software" means any and all programs, applications, instructions or similar that may from time to time be installed on the Customers computer systems.

"Working Hours" means the normal working hours of the Provider.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions relates to:

2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by written, electronic or facsimile transmission or similar means.

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time.

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3. Term of agreement

3.1 This agreement shall be effective from the service commencement date for the minimum term period set out in the sales order ("the Minimum Term"). At the end of the Minimum Term the contract will renew for a further term equivalent to the Minimum Term or a period of 12 months whichever is the shorter unless either party gives a minimum of one calendar months' notice prior to the expiry of the current term.

4. Provider's Obligations

4.1 With effect from the Commencement Date the Provider shall, in consideration of the Fees being paid in accordance with the terms of payment, provide the Services expressly identified in the sales order form, or otherwise agreed under these Terms and Conditions.

4.2 The Provider will use reasonable care and skill to perform the Services identified in the sales order form or otherwise agreed under these Terms and Conditions.

4.3 The Provider will, subject to Clause 4, use reasonable endeavours to maintain the functionality of any equipment which may be installed by the Provider at the Customer's premises.

4.4 Upon receipt of the Customer's request for rectification of a defect, the Provider shall (subject to its then current commitments) normally begin work on such support or defect not later than 4 working hours thereafter and shall carry out all Services as specified in the sales order form during Working Hours until all required work is completed to the reasonable satisfaction of the Customer.

4.5 The Provider will not guarantee the performance of any Equipment or Software forming part of the product and services in the sales order form.

4.6 The Provider shall use all reasonable endeavours to complete its obligations under this agreement. The Parties agree that time will not be of the essence in the performance of these obligations.

5. Customer's Obligations

5.1 The Customer shall:

5.1.1 allow the Provider access to the customer premises in order to perform its obligations under this agreement;

5.1.2 provide adequate working space and facilities for the Provider's staff; and

5.1.3 co-operate with them in the diagnosis of any defect or malfunction in the Equipment or Software.

5.1.4 ensure that any Customer site complies with the requirements of all applicable laws relating to health and safety at all times. If the Provider reasonably believes that a site does not meet the requirements set out in section 5.1.4 then the Provider may refuse to work on such site until such time as the site has been brought up to the required standard.

5.2 The Customer shall allow the Provider the use of any Equipment, computer systems, peripherals or other hardware necessary to enable it to provide the Services and shall be responsible for procuring, installing and maintaining all communications media not supplied by the Provider.

5.3 The Customer will not allow any changes or modifications to be made to the customer's computer system that will negatively affect the provider's services. If such changes or modifications are carried out without authorisation or appropriate notification, the Provider reserves the right to review these Terms and Conditions and make adjustments accordingly.

5.4 The Customer shall take all reasonable precautions to ensure the safety and health of the Provider's personnel while such personnel are at the Customer's premises.

5.5 The Provider shall be entitled to charge the Customer and the Customer shall pay a service fee at the then current rate in the event that the Provider incurs a cost resulting from misuse of the Provider's network or equipment, any damage to the Provider's equipment whilst at the Customer premises, removal of the Provider equipment from the Customer premises or theft. The Customer will not allow the Provider's equipment to suffer distress, seizure or execution to be levied against it or do anything prejudicial to the Provider's rights in the equipment.

5.6 The Customer shall be strictly liable for any direct loss or damage howsoever caused (including lightning or electrical damage) to any Provider equipment on the Customer site unless the loss or damage is directly attributable to an act or omission of the Provider. The Customer undertakes to indemnify the Provider against all such loss or damage.

5.7 The Customer shall have no right under this agreement with the Provider to exercise and rights of retention or lien over the Provider or the equipment.

5.8 The Customer shall indemnify and hold the Provider harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claim or action brought against the Provider, its employees, its directors, its shareholders, its agents, its customers, its officers, its suppliers, and/or contractors that relates to the failure of the Customer to comply with any of the Customers obligations or warranties set out in this agreement, resale of Provider's products or any other improper or unauthorised act or failure on the part of the Customer.

5.9 Except as expressly provided in this agreement, all representations, conditions, warranties or other terms whether express or implied, by statute or otherwise, including (without limitation) and implied terms as to condition, quality, performance or fitness for purpose of the Provider's products, are excluded to the fullest extent permitted by law.

6. Provision of Service

6.1 The Support delivery and SLA comprises:

6.1.1 availability Monday through to Friday between the hours of 0830 and 1730, or unless otherwise specified on the Order Form. Public and Bank holidays are excluded in all cases.

6.1.2 dependant on the chosen support plan, which is specified on the Order Form, the repair or correction of faults or defects in the supported hardware and/or software, providing the fault has arisen due to normal operating use, is included. Not including inappropriate use and/or general wear and tear.

6.1.3 resolutions will be carried out by making equipment configuration adjustment or by the supply and installation of replacement equipment. The latter only applies if the Customer subscribes to the Providers Gold support plan. On support plans other than Gold hardware replacement service is available, but at the Customer's cost, and at the prevailing rate of relating equipment.

6.1.4 where a replacement part is fitted to the equipment under the terms of the Providers Gold plan (which includes hardware replacement), and unless otherwise stated, the part removed shall become the property of the Provider on the basis the Provider is supplying the replacement part at their own cost. Any Customer data held on any removed and retained equipment will be securely disposed of by the Provider.

6.1.5 support will be carried out at the Customer's premises by a representative of the Provider, or by remotely accessing the Customer's equipment using a pre-agreed method.

6.1.6 invocations of support will be responded to within 1 hour in all cases.

6.1.7 the Provider does not offer a fix time for any type of repair, correction or fault.

6.1.8 all additional work and/or modifications requested by the Customer other than that provided for in the Support agreement will be charged at the Providers rates applicable at the time the work is undertaken. The Provider will quote separately for any modifications, additions to, or overhauls requested on request by the Customer.

6.1.9 any request for Service that is caused by equipment which is not covered by the Support agreement, and remedial work required resulting from 3rd party involvement in the supported equipment, is excluded. Hourly rate fees will apply for remedial works of this nature.

6.2 The Provider will issue a target live date after a successful feasibility assessment and site survey, if required. The Provider will use reasonable endeavours to begin providing services by the live date but any date given will be an estimate only and the Provider will have no liability for any failure to meet any quoted live date.

6.3 The Provider shall endeavour to provide the relevant products at the earliest available opportunity. The Customer acknowledges that it is a pre-condition that:

6.3.1 the Provider is able to secure any and all necessary way leaves.

6.3.2 the Provider has been able to complete a successful feasibility assessment if required.

6.3.3 the Provider has been able to complete a successful site survey if required.

6.3.4 the Provider has received all charges due to be paid prior to installation.

6.4 Where the Provider is installing equipment at the Customer premises and the installation requires drilling or cutting of any part of the Customer's premises the Customer will agree the location of such work and will not hold the Provider liable for any damage caused as a result.

6.5 The Provider:

6.5.1 shall use its reasonable endeavours to provide a prompt and continuing service but will not be liable for service interruptions caused by events beyond the control of the provider.

6.5.2 shall from time to time perform maintenance and/or upgrades to the providers network which may involve all or part of the systems/network to be shut down for a period of time. The provider shall give as much notice as is reasonable and will endeavour to carry out such work during scheduled maintenance periods.

6.5.3 shall be entitled to disconnect the customer's equipment from the Providers network in the event that the customer's use of the network is interfering with the operation of the Provider's network without any liability to the customer.

6.5.4 has the right to suspend services if payment as set out in the Order Form are withheld or delayed.

6.6 The Customer:

6.6.1 acknowledges that it may only use the service for lawful purposes.

6.6.2 may not share the service with a third party without the express written permission of the Provider.

6.6.3 will not use the service in a way that is likely to cause detriment or harm, in any degree, to equipment or systems owned by the provider or any third party.

6.6.4 acknowledges that the Provider cannot guarantee to provide a fault free service and that the Provider warrants that the service will meet any service level agreement promised to the customer in the sales order.

6.6.5 acknowledges that the Provider is unable to exercise control over the content of the information passing over the Providers network and the Provider hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

7. Quality of Service

7.1 The Provider may at its sole discretion control the priority of specific protocols on its network.

7.2 The Provider's network does support Voice Over IP (VOIP) but the service is excluded from any service level agreement, unless explicitly specified in the Order Form.

7.3 The Provider's network does support TV Over IP (IPTV) but the service is excluded from any service level agreement.

7.4 The Provider does not guarantee a product speed can be achieved in all circumstances.

7.5 The product service speed on the sales order form refers to the uncontended capacity available for the Customers use. The available speed may be substantially greater than the product service speed.

7.6 The Customer acknowledges and agrees that it is technically impossible to provide a fault free service and that no warranty is given by the provider that the service will be free of faults and service will not be interrupted. The Customer agrees that the sole remedies in respect of faults shall be the remedies set out in the relevant service level agreement.

8. Excessive Use

8.1 The provider's connectivity products are sold on the basis of a committed data rate (CDR) and therefore does not operate an excessive use policy.

8.2 The provider guarantees the availability of network capacity up to the CDR.

8.3 Services that are not capped at the CDR will be billed monthly on a 95th percentile basis at the Providers standard burst rate.

9. Price

9.1 The Customer agrees to pay the Fees in accordance with Clause 6 and the order form.

9.2 The Customer shall pay the Provider for any additional services provided by the Provider that are not specified in the order form in accordance with the Provider's hourly rate in effect at the time of the performance or such other rate as may be agreed, and/or at the prevailing rate for equipment. Any such charge for additional services and/or equipment shall be invoiced separately from any Fees due under the sales order.

9.3 All sums payable by either Party pursuant to these Terms and Conditions are exclusive of any value added or other tax or other taxes on profit, for which that Party shall be additionally liable.

10. Payment

10.1 All one-time payments required to be made pursuant to these Terms and Conditions by either Party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

10.2 All recurring payments required to be made pursuant to these Terms and Conditions by either Party shall be made within 10 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

10.3 All recurring fees must be paid monthly via Direct Debit. Failure to do so will incur a monthly fee of £5 imposed by the Provider for handling payments made other than by direct debit.

10.4 All charges payable under this agreement shall be calculated by reference to data recorded or logged by the Provider and not by reference to data recorded or logged by the Customer.

10.5 Subsequent to carrying out a credit check, the Provider may require a cash deposit or bank guarantee to cover charges which the Provider might reasonably expect the Customer to incur under the Agreement or may place a limit on the Customer's account for charges that can be accumulated by the Customer before payment is received by the Provider in respect of provision of the Service.

10.6 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of any sum due under these Terms and Conditions then the Provider shall have the right to charge the Customer according to the late payment of commercial debts legislation, which in this case is at the rate of 1.5% per month of any unpaid overdue balance.

10.7 The Provider reserves the right to apply a 3% increase to the fees associated with the provision of Service and Support in-line with the Consumer Price Index.

11. Variation and Amendments

11.1 If the Customer wishes to vary any details of the order form it must notify the Provider in writing as soon as is reasonably possible. The Provider shall use all reasonable endeavours to make any required changes and any additional costs thereby incurred shall be separately invoiced to the Customer.

11.2 If, due to circumstances beyond the Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer forthwith. The Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original arrangements as is reasonably possible in the circumstances.

12. Suspension of Service

12.1 The Provider may suspend service to the customer if:

12.1.1 the customer fails to pay any sum due under this agreement by its due date.

12.1.2 the Customer is using the service for unlawful purposes.

12.1.3 the customer, knowingly or otherwise, allows data to be transferred across the providers network that breaks the providers acceptable use policy.

12.2 Where the provider suspends any part of the service in accordance with clause 12 the Provider shall restore the service as soon as practicable upon the cause for such suspension no longer applying and a reconnection charge has been paid in respect of such reconnection.

13. Termination

13.1 The Provider may terminate the Agreement forthwith if:

13.1.1 the customer fails to pay any sum due under this agreement within 7 days of its due date.

13.1.2 the Customer is in breach of any of its obligations hereunder;

13.1.3 the Customer has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets;

13.1.4 the Customer has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986 (or by any amendment or replacement which may be issued from time to time);

13.1.5 the Customer ceases or threatens to cease to carry on business; or

13.1.6 any circumstances whatsoever beyond the reasonable control of the Provider necessitate and justify the Termination of the Services.

13.2 The Customer may terminate this agreement forthwith by written notice if the Provider commits any breach of any term of this agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) calendar days of a written request to remedy the same or within such other time as may be expressly provided herein.

13.3 The Customer may terminate this agreement on not less than 30 days written notice to expire at the end of the Minimum Term or at the end of any subsequent renewal term.

13.4 In the event of Termination under clause 8.1 the Provider shall retain any sums already paid to the Provider by the Customer without prejudice to any other rights the Provider may have whether at law or otherwise.

13.5 Upon termination of this agreement, howsoever caused, the customer shall immediately stop all use of services provided by the Provider under this agreement and promptly return to the Provider at the expense of the customer all equipment, software and any other material provider to the Customer under this agreement.

14. Liability

14.1 The Customer shall indemnify the Provider against all damages, costs, claims and expenses suffered by the Provider arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees.

14.2 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

14.3 The Provider shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Provider's obligations if the delay or failure was due to any cause beyond the Provider's reasonable control.

15. Confidentiality

15.1 During the term of the Agreement and for a period of 12 months after termination or expiration of the Agreement the following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party').

15.2 Subject to sub-Clauses in point 10, the Receiving Party:

15.2.1 may not use any Confidential Information for any purpose other than the performance of his obligations under these Terms and Conditions;

15.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and

15.2.3 shall make every effort to prevent the use or disclosure of the Confidential Information.

15.3 The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information that:

15.3.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party;

15.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

15.3.3 is required to be disclosed by any applicable law or regulation;

15.3.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the other Party to these Terms and Conditions in respect of it and who imposes no obligations of confidence upon the Receiving Party.

15.4 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which he may be entitled.

15.5 The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Agreement for whatever reason.

16. Storage of Data

The Customer consents that the Provider may store and process data relating to the Customer for the purpose of providing service to the customer, billing and management of the service and any other internal process deemed necessary by the Provider. Data will not be released to a third party except as required by law or where required to provide service without the permission of the Customer.

17. Sub-Contracting and Assignment

17.1 The Provider may sub-contract to third parties all or any part of the work to be performed hereunder.

17.2 The Customer shall not assign to a third party any or all of its rights or obligations under these Terms and Conditions without the prior written consent of the Provider.

18. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, meteorological conditions, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

19. Waiver

19.1 No waiver by the Provider of any breach of these Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.

19.2 No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

20. Assignment

The Customer shall not assign, delegate or otherwise deal with all or any of the Customer's respective rights or obligations under this agreement without the prior written consent of the Provider, such consent not to be unreasonably withheld. Notwithstanding the above the Provider shall be entitled to sub contract or assign any of the Providers rights or obligations under this agreement to any third party without the Customers prior consent.

21. Severance

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 provision in question shall not be affected thereby.

22. Entire agreement and Amendment

This agreement between the Provider and the Customer constitutes the entire agreement between the parties hereto as to the subject matter hereof and supersedes all prior communications, representations and agreements relating to the subject matter hereof, whether written, oral, and the parties hereby acknowledge that no reliance is placed on any communication, representation or agreement made but not embodied in this agreement and waive any right they may have in respect of any misrepresentation not expressly contained in this agreement unless such misrepresentation was made fraudulently and/or to rescind this agreement. The operation of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this agreement.

23. Changes to the Agreement

The Provider may make changes to this agreement and shall give the customer no less than 3 months notice of any proposed revision. Upon receipt of such notice the Customer will inform the Provider within 10 business days of receipt whether such revisions are agreed. For the avoidance of doubt this procedure shall not apply to any increases in charges.

24. Notices

24.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

24.2 Notices shall be deemed to have been duly given:

24.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

24.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

24.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

24.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid. In each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

24.3 Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

25. Press, Publicity and Public Announcements

Neither party shall make any press statement, publicity statement or announcement nor publish or actively participate in any article concerning the subject matter of this agreement without agreeing with the other party the content of such.

26. Law and Jurisdiction

26.1 These Terms and Conditions shall be governed by the laws of England and Wales.

26.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

27. HV Select (HVS) User Licences Inclusive Calls – Fair Use Policy

27.1 HV Select user licences include free calls to 01, 02 and 03 numbers, and UK mobile networks (FM1, FM3, FM4, FM5 and FM6).

27.2. The Provider's inclusive free calls is subject to a Fair Use Policy (FUP). The combined number of minutes to UK 01, 02 and UK mobile destinations (FM1, FM3, FM4, FM5 and FM6), 5,000 minutes in each calendar month per user. Calls to 03 numbers must not exceed 15% of the total minutes used for each user per calendar month, and the duration of each call must not exceed 60 minutes.

27.3 The Provider reserves the right to charge for the total duration of any call type above, with a duration in excess of 60 minutes.

27.4 Inclusive free minutes are aggregated across the combined quantity of users per customer account. For example: if a customer account has 10 (ten) HVS users the combined quantity of free minutes is 50,000 across the account. The 03 call allowance applies on a per user basis.

27.5 The HV Select service is provided on the basis that it will not be used by automated and non-human operators. The Provider reserves the right to suspend the service without prior notice and/or remove the free minutes and retrospectively charge for all call usage should the terms of the FUP be broken or if we suspect the service is being used to generate AIT (Artificially Inflated Traffic), or if the service is suspected to be used for the involvement of fraud, illegal activity, terrorism and arbitrage.

27.6 Should a user or customer account exceed the usage limits defined in the FUP, the customer will be charged for all calls at the pence per minute tariff rates stated on the order form.

27.7 The Provider reserves the right to review the inclusive free calls offer at any time giving 30 days' notice of any change to the customer.

28. HV Select (HVS) SIP Channels Inclusive Calls – Fair Use Policy

28.1 HV Select SIP channels include free calls to 01, 02 and 03 numbers, and UK mobile networks (FM1, FM3, FM4, FM5 and FM6).

28.2. The Provider's inclusive free calls is subject to a Fair Use Policy (FUP). The combined number of minutes to UK 01, 02 and UK mobile destinations (FM1, FM3, FM4, FM5 and FM6), 5,000 minutes in each calendar month per chargeable SIP channel. Calls to 03 numbers must not exceed 15% of the total minutes used for each channel per calendar month, and the duration of each call must not exceed 60 minutes.

28.3 The Provider reserves the right to charge for the total duration of any call type above, with a duration in excess of 60 minutes.

28.4 Inclusive free minutes are aggregated across the combined quantity of channels per customer account. For example: if a customer account has 10 (ten) HVS SIP channels the combined quantity of free minutes is 50,000 across the account. The 03 call allowance applies on a per user channel.

28.5 The HV Select service is provided on the basis that it will not be used by automated and non-human operators. The Provider reserves the right to suspect the service without prior notice and/or remove the free minutes and retrospectively charge for all call usage should the terms of the FUP be broken or if we suspect the service is being used to generate AIT (Artificially Inflated Traffic), or if the service is suspected to be used for the involvement of fraud, illegal activity, terrorism and arbitrage.

28.6 Should a channel or customer account exceed the usage limits defined in the FUP, the customer will be charged for all calls at the pence per minute tariff rates stated on the order form.

28.7 The Provider reserves the right to review the inclusive free calls offer at any time giving 30 days' notice of any change to the customer.

