

ComXo Terms & Conditions - All Services



1. Definitions

1.1 "Account" your account with us (if required by us) in respect of charges for the Service; "Deposit" the non refundable deposit or payment in advance to be paid by you as security for the payment of sums due under this Agreement set out in the Price List (as amended from time to time); "Membership Charges" the membership charge set out in the Price List as amended from time to time; "Price List" our current price list as amended from time to time for the products or Service to be supplied; "Service Policies" the policies and procedures published by us relating to the Service (as amended from time to time); "Service" the applicable ComXo service as described in their respective websites for which your application is accepted; " Telephone/PIN Number" the telephone number (which shall not belong to you) or identification number(s) allocated by us to you (as changed from time to time upon reasonable notice) in relation to the Service; "Usage Charges" the usage charge set out in the Price List as amended from time to time.

1.2 Price Lists, Quotations, Service Policies and any other information concerning our products and services and changes to them may be published on the web pages for the applicable Service or in any other written communication as we may consider appropriate for the Service(s) concerned.

2. Your obligations to us

You shall:-

- 2.1 pay all charges related to the Service in immediately available funds when due;
- 2.2 authorise us, and any underlying carrier or provider, to take all steps necessary to provide the Service to you;
- 2.3 comply with the Service Policies;
- 2.4 not use the Services for any unlawful, improper or offensive purpose and not allow others to do so;
- 2.5 indemnify and hold us fully indemnified from and against all losses, damages, liabilities, costs (including legal costs) and expenses which we may suffer or incur arising out of or in connection with any breach of your obligations under this Agreement or your misuse of the Service;
- 2.6 be responsible for payment of all applicable charges incurred as a result of use of the Service, including but not limited to the use or misuse of any of the Telephone Number or PIN by an unauthorised third party, which is not due to our negligence or default.
- 2.7 be responsible for providing us with forecast information relating to any special promotions and events which are likely to cause a deviation of more than 10% from the regular monthly traffic trends.

3. Charges and payment

- 3.1 Payment terms for the services will be as specified in the Price List or quotation for that particular product or Service.
- 3.2 The Price List for any product or Service will state any Deposit (or payment in advance) required by us. In any event any Deposit or payment in advance will be non refundable and any amount not used up by Service Charges within 12 months or not still held against services which have actually been supplied within the last 12 months will be treated as having been used for the payment of services and will fall due to us.

4. Our obligations

- 4.1 In order to provide certain of the Services we may allocate a Telephone/PIN Number following acceptance of your application to enable you to use the Service.
- 4.2 Subject to you meeting your obligations under this Agreement and paragraph 4.3, we shall offer the Service in accordance with the service levels set out in the relevant Service Policy.
- 4.3 We shall not be liable for any defect or failure in the performance of the Service nor for any loss or damage which may be suffered by you for reasons beyond our control including but not limited to link failures, power difficulties, telephone outages, network overload, default or failure of a third party (including a public telecommunications operator), government actions, failure in the supply of a third party's access line or any event of force majeure.

4.4 Our liability for any damage arising out of or in connection with the provision of the Service or the installation repair or removal of the Equipment under this Agreement shall (save in respect of death or personal injury caused by our negligence or wilful default) be limited to an amount equal to the Usage Charges paid by you for the Service in the immediately preceding 12 weeks. We shall not be liable in any circumstances for any indirect or consequential losses suffered by you as a result of our breach of the terms of this Agreement or any nature whatsoever including but not limited to loss of profits, revenue, business or anticipated savings you expected to make, or data which is harmed or lost.

5. Term of agreement

5.1 Either we or you may end this Agreement at any time by one month's written notice, unless otherwise agreed between us.

5.2 Without prejudice to Clause 5.1, we may suspend the Service or terminate this Agreement at any time if:-

- 5.2.1 you breach or fail to comply with your obligations under this Agreement; or
 - 5.2.2 bankruptcy or insolvency proceedings are brought against you, a receiver is appointed over any of your assets or (being a company) you go into liquidation.
- 5.3 Upon termination of this Agreement we shall have the right to set off any amounts due from you against the Deposit.

6. Privacy

- 6.1 We support your rights of privacy, and will not release any information from our customer files, including marketing data, about you unless we receive your permission.
- 6.2 You may not at any time try to obtain, retrieve, or view mail, files, and other information pertaining to other users, or in any way seek to access information about our systems and/or our other customers.

7. General

- 7.1 We reserve the right to change the Price List and Service Policies at any time, but will notify customers of any pending changes and try to offer ample time for customers to adjust their accounts with us, if necessary, prior to any policy change taking effect.
- 7.2 This Agreement, the Service Policies and the Price List set out the whole agreement between you and us relating to the Service. The Service Policies and the Price List (in force at that time) are by this reference hereby expressly incorporated into this Agreement as if they were set out herein in full.
- 7.3 This Agreement is governed by and shall be construed in accordance with English law and you submit to the jurisdiction of the English Courts in respect of any dispute arising under this Agreement.
- 7.4 No delay, omission or forbearance by either party hereunder to exercise or enforce any right, power or remedy shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof of the exercise or enforcement of any other right, power or other remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any right, power or remedy provided by law, or by any other agreement or document.
- 7.5 Any notice to be given hereunder may be served personally or by post and if served by post shall be deemed duly served 48 hours after posting.
- 7.6 This Agreement is personal to you and may not (but may be by us) be assigned by you.
- 7.7 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect or impair the legality, validity or

enforceability of any other provisions of this Agreement

ComXo Limited, 3 Park Street, Windsor, SL4 1LU
Tel 01753 710430 - Fax 01753 710470 - WWW.COMXO.COM

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