

These Terms and Conditions govern your use of the Service (as defined below). The Service is supplied by THUS plc, registered office 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR, Scotland, Company No. SC192666 (the "Company").

Demon Voice

Terms and Conditions ("the Terms and Conditions")

1 DEFINITIONS

1.1 In the Terms and Conditions, the following terms have the following meanings:

"Agreement" means the Agreement between the Customer and the Company for the provision of the Service, incorporating the Terms and Conditions including the Schedules attached hereto and your Order Form;

"Agreement Date" the date on which the Company accepts an Order from the Customer requesting the provision of Service (for the avoidance of doubt, in the case of telephone orders, the issue of a Welcome Letter shall signify acceptance);

"Authorised User" means, in relation to E-Bill Presentation, the individual(s) appointed by the Customer as responsible for the payment of the Company's online invoices and as such granted access rights to the Customer's E-Bill Presentation;

"BT" means British Telecommunications plc;

"Business Customer" means you are (i) a person who uses the Service in connection with your trade, business or profession; or (ii) a company, partnership or other organisation other than a consumer;

"Business Days" means Monday to Friday between the hours of 09:00 and 17:00, excluding public UK holidays and 2nd January;

"Business Hour(s)" means any hour(s) during a Business Day;

"Carrier" means any supplier of telecommunications services utilised by the Company to assist in delivery of the Service;

"Charges" means any of the charges (including without limitation any supplementary charges pursuant to Clause 3.7) payable by the Customer for the provision of the Service pursuant to this Agreement as set out in Schedule 2;

"Company Equipment" means the apparatus or equipment (if any) which is provided by the Company or any third party to the Customer at the Customer Premises in order to provide the Service which is and will remain at all times the property of the Company or the third party supplier of such equipment;

"Company System" means the telecommunications system operated by the Company in accordance with the General Conditions or other such permission granted to the Company as may be amended from time to time;

"CPS" means the method of delivery of the Indirect Services involving carrier pre-selection;

"Customer" means the Business Customer who completes and submits the Order Form;

"Customer Apparatus" means any apparatus situated at the Customer Premises, not being Company Equipment, and which may be used by the Customer in conjunction with any Company Equipment, in order to obtain the Service;

"Customer Premises" means the premises of the Customer specified in the Order Form where the Service is to be received;

"E-Bill Presentation" means the online data access services provided, at the discretion of the Company, to the Customer to enable the Customer to access via the Internet the Customer's call data, comprising electronic billing facilities and electronic bill analysis;

"Electronic Order" means the notification relating to CPS sent by the Company to BT, following acceptance by the Company of your Order;

"Excess Charges" means, in the event of a service failure by the Company, the difference between the Charges which the Company would have invoiced the Customer for if there had not been a service failure and the charges actually invoiced by BT;

"General Conditions" means the general conditions of entitlement as set out in the notification issued by the Director General for Telecommunications on 22nd July 2003, in accordance with section 48(1) of the Communications Act 2003, pursuant to section 45 of said Act, as may be amended from time to time;

"Indirect Service" means the routing of specific calls as specified in the Order Form via the local carriers' network to the Company network;

"Initial Period" means the period of twelve (12) months following the Service Commencement Date;

"Internet" means, in relation to E-Bill Presentation, the interconnected system of networks that connects computers around the world through an established protocol (IP) enabling the transmission and exchange of electronic information and data;

"Order" means the application which you place for the provision of the Service by completing and submitting an Order Form;

"Order Form" means the order form annexed to and forming part of this Agreement;

"RIPE NCC" means the RIPE Network Coordination Centre, an organisation that maintains a database of European IP networks and their management information;

"Schedule" means the schedule(s) attached to the Terms and Conditions;

"Service" means the indirect voice telephone service provided by the Company using CPS, which can be provided at one or multiple sites and which may include call analysis capabilities, following acceptance of the Order Form, and as may be amended from time to time pursuant to Clauses 2.2 or 17.1; and Service shall be construed accordingly;

"Service Commencement Date" means the date (or dates) the Company advises the Customer that the Service is available;

"Standards of Service" means 'Standards of Service' set out in Schedule 1;

"Switch-over Date" means the date from which the Indirect Service by CPS will be available, as notified to the Company by BT, and which will occur within a period of at least ten (10) Business Days of processing by BT of the Electronic Order;

"Threshold" means the minimum monthly spend by the Customer on usage of the Service, as agreed with the Customer;

"you" and "your" means the Customer who orders the Service, and belonging to the Customer, as the case may be;

"Welcome Letter" means the letter sent to you by the Company which details the Service Commencement Date; and

"we", "us" and "our" means the Company, and belonging to the Company, as the case may be.

1.2 Reference to any statute shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder.

1.3 Reference to words importing the singular only also includes the plural and vice versa where the context requires.

1.4 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2 DURATION

2.1 This Agreement shall come into effect on the Agreement Date and shall continue in full force and effect for the Initial Period and shall continue thereafter for successive twelve (12) month periods until terminated by either party in accordance with the terms of this Agreement.

2.2 In the event that the Company agrees to provide new or additional services or change the Service (including without limitation moving the Service to other customer premises) under this Agreement a new 12 month initial period shall apply to each new, additional or changed service from the new Service Commencement Date as advised by the Company.

3 CHARGES

3.1 The Company shall provide you with the Service, and you agree to pay, without any deduction, withholding or set-off whatsoever, to the Company the Charges. Payment must be made using Direct Debit as specified on the Order Form.

3.2 The Company shall be entitled to review the Charges on notice to the Customer from time to time. In the event that any proposed increases to the Charges are not acceptable to the Customer, the Customer will have the right within seven (7) days of such notice from the Company to terminate this Agreement by thirty (30) days notice in writing to the Company, stating the reason for the termination in accordance with the notice process set out in Clause 15.

3.3 The Company shall issue or make available invoices to the Customer at the intervals and in the manner as set out in this Agreement. At its discretion the Company may issue paper, online or other manner of invoices to the Customer, by post to the Customer's billing address (paper invoices), or by email notification to the Customer's email address (online invoices) notifying the Customer of the availability of the invoice on the Internet. Payment shall be due within thirty (30) days of issue or notification of availability of the invoice ("Due Date") to the Customer or as otherwise specified in this Agreement, regardless of whether the Customer has accessed the online invoice or read the email notification.

3.4 The Customer acting in good faith shall notify the Company in writing of any disputed invoice amount within ten (10) days of the date of the invoice. If any undisputed amount payable by the Customer remains unpaid after the Due Date, then the Company shall be entitled to charge interest (whether before or after judgement) at the annual rate of 3% above the base lending rate of The Royal Bank of Scotland plc for the time being accruing on a daily basis until payment of such amount and all accrued interest is made in full.

3.5 If the Service has been wholly and continuously unavailable for a period(s) as specified in the Standards of Service due to a defect in the Company System and other than as a result of:

- (a) the fault or negligence of the Customer;
- (b) failure by the Customer to comply with this Agreement; or
- (c) any event beyond the Company's reasonable control;

then the Customer may apply in writing to the Company within three months of the end of the period of unavailability for a rebate of the Excess Charges paid under this Agreement for the period of unavailability.

3.6 The Customer shall not be entitled to any reduction in the Charges in the event that it does not use all or any part of the Service.

3.7 A supplementary charge shall be payable by the Customer when the Customer's usage of the Service falls below the Threshold agreed with the Customer.

3.8 All amounts payable by the Customer are exclusive of Value Added Tax and the Customer shall pay in addition any Value Added Tax applicable thereto from time to time.

3.9 If the Company carries out work in response to a fault in the Service reported by the Customer and following such work the Company determines that (i) there is no fault found in the Service or (ii) the fault was due to an act or omission of the Customer or any employee, agent, or sub-contractor of the Customer other than the Company, then the Company shall be entitled to charge the Customer for any such work carried out.

3.10 Save in the case of demonstrable error all Charges shall be calculated in accordance with data recorded or logged by, or on behalf of, the Company.

4 SUITABLE FACILITIES

- 4.1 The Customer shall at its own expense provide and maintain for the duration of this Agreement, a suitable environment, accommodation, facilities and electrical power in accordance with the relevant installation standards and regulations in order for the Company to be able to provide the Service.

5 SERVICE

- 5.1 From the Service Commencement Date, the Company shall use its reasonable endeavours to provide the Service to the Customer in accordance with the Standards of Service subject to the Customer obtaining at its own expense all consents, approvals, servitudes, rights of way necessary for the provision of the Service to the Customer Premises and other similar rights relating to installation of the Service.
- 5.2 The Company does not guarantee that the Service shall be error free or uninterrupted and other than using reasonable endeavours to provide the Service to the Customer in accordance with the Standards of Service, the Company does not undertake to provide any maintenance services to the Customer as part of the Service. The Service Levels contained within the Standards of Service are targets only and, except as provided for in Clause 3.5, the Company shall not be liable for any failure to meet the Standards of Service.
- 5.3 The Company cannot guarantee protection of calls against unauthorised interruption or interception by third parties.
- 5.4 You accept that it is technically impracticable to provide services of this nature which are entirely free of faults and the Company does not undertake to do so. You also accept that you may not be able to receive the Service due to certain technical restrictions. If such technical restrictions are discovered after the Agreement Date, the Company has a right to terminate the Agreement in accordance with Clause 11.2.3.
- 5.5 You agree that your use of the Service is at your sole risk. The Company makes no warranty that the Service will meet your requirements.
- 5.6 The Service is provided to you on an "as is" and "as available" basis and to the fullest extent permitted by applicable laws we exclude all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it. This Clause does not affect any statutory or other rights available at law to you.
- 5.7 The Company may occasionally have to interrupt the Service or change the technical specification of the Service for operational or planned maintenance reasons, for upgrades or because of an emergency. Where possible, the Company will comply with the notice requirements set out in Clause 15; however, where this is not possible, the Company will give you as much notice as practically possible of any planned interruption of the Service. In such circumstances, you shall have no claim against the Company for any such interruption.
- 5.8 It is recommended that the Customer retains an independent backup copy of any data which the Customer transmits over the Company System. The Customer agrees that the Company will not be held liable for the loss of any such data.
- 5.9 The Company reserves the right to suspend or terminate the Service under Clauses 10 and 11.

6 YOUR USE OF THE SERVICE

- 6.1 The Customer shall ensure that the Service is not used:
- 6.1.1 in a way that does not comply with the terms of this Agreement or any legislation or applicable license or that is in any way unlawful or fraudulent or, to your knowledge, has any unlawful or fraudulent purpose or effect; or
- 6.1.2 in breach of any reasonable and lawful instructions the Company might give to you from time to time which are necessary in the interests of health, safety, the quality of the Service, or the quality of the Carrier's telecommunications services; or
- 6.1.3 in connection with the carrying out of a fraud or criminal offence against any public telecommunications operator; or
- 6.1.4 to send, knowingly receive, encourage the receipt of, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which may contain viruses or other similar programmes, or which causes overloads to the Company System; or
- 6.1.5 to send or procure the sending of unsolicited advertising or promotional material; or
- 6.1.6 attempt to use the Service in any way that modifies, decompiles or reconfigures the Service or any Company Equipment (if relevant) or software or copy any manual or documentation relating to the Service, without the Company's prior written consent, except as set out in this Agreement; or
- 6.1.7 in a way that in the reasonable opinion of BT could materially affect the quality of any telecommunications service, including the Service, provided by BT, as notified to you by the Company.
- 6.2 You shall indemnify the Company against any claims or legal proceedings which are brought or threatened against the Company by a third party because the Service is used by you in breach of Clauses 6.1.1 - 6.1.7 above. To maintain the quality of Service for other users, the Company reserves the right to block certain types of traffic without notice where they appear to contravene Clause 6.1.
- 6.3 You shall be responsible for insuring against all loss of or damage to data stored on or transmitted using the Service or the Company System.
- 6.4 You shall be responsible for adopting appropriate measures for the protection of computer systems and the Company shall not be liable to you for any loss or damage that you suffer as a result of any virus or other hostile computer programme being introduced into your computers or computer systems as a result of your use of the Service and/or the Company System.
- 6.5 You shall not share use of the Service, or any part of it, with any other person, or if you are a company with any person not a member of your company (or contracted to you).
- 6.6 You shall ensure that any person authorised by you to use the Service under Clause 6.5 complies in full with this Agreement as if they were an original party to it. You are responsible for any misuse of the Service by anyone with whom you share use of the Service.
- 6.7 You may not make any unauthorised commercial use of the Service. You agree to keep full and accurate records of any and all operating units on or in connection with which the Service is enabled and shall permit the Company to review and evaluate such records from time to time to ensure your compliance with your obligations under this Clause 6.7.
- 6.8 You will co-operate with the Company's reasonable requests for information regarding your use of the Service and supply such information without delay.
- 6.9 Where you use the Service to reach networks and services not operated by the Company, you will abide by all applicable terms and conditions and/or acceptable use policies imposed by the operators of those networks and services.

- 6.10 The Company reserves the right to disconnect the Service if the Customer does not fulfil its obligations under this Agreement.
- 6.11 The Indirect Service applies to all telephone calls made from the Customer's premises except:
- 6.11.1 in the case of Indirect Services delivered via Customer switch re-programming or the use of any Company Equipment, some special services (as notified to the Customer from time to time), pager numbers, emergency calls on "999"; and
- 6.11.2 in the case of Indirect Services delivered by CPS, type A short codes (BT specific), type C short codes (operator specific) and unmetered interconnect access codes, and in each case, any other specific numbers otherwise notified to the Customer from time to time.
- 6.12 Supply of the Service is made via the Customer's existing connection to the BT network. It is the Customer's responsibility to maintain their connection to the BT network and the Company cannot be held responsible or liable to the Customer for failing to provide the Service if such failure arises as a result of any interruption to, failure to connect to or disconnection from, the BT network. In the event that calls from the Customer's premises fail to be routed over the BT network due to a fault on the BT network or changes made to the Company System by BT, the Company shall not be liable for any resulting call or usage.
- 6.13 The Customer shall be responsible for procuring the provision of a secure electricity power supply at the Customer Premises for the operation and maintenance of the Customer Apparatus and/or Company Equipment and provision of the Services. The Customer will require back-up electricity with sufficient capacity and conformity to applicable regulations if the Customer requires provision of the Services to remain uninterrupted in the event of a power failure of the principal power supply.

7 TELEPHONE NUMBERS

- 7.1 The Customer shall not acquire any title or interest in any telephone numbers allocated by the Company and shall not be entitled to sell or transfer such numbers without the Company's prior written consent.
- 7.2 The Company shall comply with its obligations under the General Conditions and other relevant regulatory instructions in relation to the porting of telephone numbers from another telecommunications provider to the Company or subsequent porting from the Company to another telecommunications provider.
- 7.3 The Customer shall be liable for any costs incurred by the Company in order to provide the Service in relation to the porting of telephone numbers pursuant to Clause 7.2.
- 7.4 Subject to the Company using its reasonable endeavours to provide the Customer with reasonable prior notice, the Company shall be entitled to modify or withdraw any telephone numbers allocated to the Customer or introduce additional codes if this is required for regulatory, operational or technical reasons.

8 INFORMATION AND CUSTOMER APPARATUS

- 8.1 On request by the Company, the Customer shall provide the Company with information concerning the specifications and signalling of any Customer Apparatus and any other information the Company reasonably requires in order to provide the Service.
- 8.2 Your Customer Apparatus must be technically compatible with the Service. The Customer shall at its own expense modify the Customer Apparatus in accordance with the Company's instructions that such modifications are necessary to enable the Company to provide the Service. The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.
- 8.3 The Customer shall be responsible for ensuring compliance with all statutes and other regulatory requirements relating to the Customer Apparatus and for obtaining all consents, approvals, servitudes, rights of way and other similar rights in relation to the Customer Premises or any premises of which the Customer Premises form part and which are required for the purpose of the Service.
- 8.4 The Company reserves the right to disconnect any Customer Apparatus if the Customer does not fulfil its obligations under this Clause 8.
- 8.5 The Company accepts no liability whatsoever for any loss the Customer may suffer as a result of its use or misuse of the Customer Apparatus or as a result of any faults in the Customer Apparatus. In particular, the Company is not liable whatsoever if you damage or incorrectly reconfigure any Customer Apparatus which you use with the Service.
- 8.6 For the avoidance of doubt, if you do anything to the Customer Apparatus including by way of example without limitation altering or adjusting it in any way following the commencement of the Service there is a risk that such action will impact upon your ability to receive the Service. If any such action does take place and you subsequently require the Company to re-configure the Service in any way, then any reasonable costs incurred by the Company in this regard shall be borne by you. The Company will not be liable for any loss suffered by the Customer as a result of any alteration or adjustment to any Customer Apparatus.
- 8.7 The Customer shall permit, or procure permission for, the Company and any persons authorised by the Company to have free and safe access to the Customer Premises in order to inspect, install, repair or maintain the Service during the currency of this Agreement.

9 LIABILITY

- 9.1 The Company's liability in contract, tort (or delict) or otherwise (including liability for negligence) under or in connection with this Agreement is limited to the lesser of three (3) times the annual value of the Charges or £1,000,000 (one million pounds) in respect of all claims arising in any 12 month period.
- 9.2 Nothing in this Agreement shall exclude or limit the liability of the Company for death or personal injury arising as a result of the Company's negligence or for fraudulent misrepresentation.
- 9.3 The Company shall not be liable to the Customer in any circumstances for any loss of revenue, loss of profit, loss of use, loss of contract or loss of goodwill or any indirect or consequential loss including, without prejudice to the generality of the foregoing, loss or corruption of data transmitted over the Company System or otherwise arising out of or in connection with this Agreement.
- 9.4 Neither party shall be liable for any breach of this Agreement or any delay in performance of its obligations (other than the obligation to pay) to the extent that such breach is caused by circumstances beyond that party's reasonable control including without limitation Acts of God, fire, lightning, explosion, war, terrorism, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central Government or other competent authorities. If either party is affected by circumstances beyond its reasonable control, it shall notify the other party and shall use reasonable endeavours to overcome the effects.

- 9.5 If any of the events detailed in Clause 9.4 continue for more than 3 months either party may serve notice on the other terminating this Agreement without further liability.
- 9.6 The Customer shall indemnify and keep indemnified the Company against any or all claims and associated costs, damages or expenses arising as a consequence of any act or omission of the Customer in relation to this Agreement or the Customer's use of the Service.
- 9.7 The Customer shall be liable for and shall fully indemnify the Company in respect of any business rates or similar liabilities and/or charges imposed by any competent authority which arise in respect of your use of the Service.
- 9.8 Except as expressly set out in this Agreement, all warranties, conditions, undertakings or terms implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.
- 9.9 The provisions of this Clause 9 shall survive the termination of this Agreement.

10 BREACH OF CONDITIONS

- 10.1 We shall investigate any suspected or alleged breach of this Agreement or any suspected compromise to our network systems or security and in doing so we will act reasonably and fairly at all times. Without limitation, you expressly authorise us to use the information contained within your completed Order Form together with any other data which you may provide us with from time to time in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.
- 10.2 We reserve the right to take any action we deem appropriate and proportionate to the breach of this Agreement.
- 10.3 If we decide that you have breached the Agreement, we will use reasonable endeavours to ensure that you are made aware of the breach without suspension or termination of the Service. However, it may be necessary, due to the severity of the breach, to suspend or end the Service whilst details of the breach are investigated further. We reserve the right to suspend or end your account at our sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service.

11 TERMINATION AND SUSPENSION

- 11.1 Without prejudice to the rights and remedies of the Company and the Customer under this Agreement either party may terminate this Agreement forthwith in the event that:
- 11.1.1 the other party is in material breach of this Agreement (including any failure to pay any sum due hereunder) and (in the case of remediable breach) fails to remedy the breach within 28 days of receiving notice to that effect from the other party; or
- 11.1.2 either party becomes insolvent or has a receiving order made against it or commences to be wound up (not being a members voluntary winding up for the purpose of a solvent reconstruction or amalgamation) or grants a trust deed on behalf of its creditors or any of them; or
- 11.1.3 the Company is no longer authorised to operate the Company System.
- 11.2 The Company may end this Agreement immediately upon written notice to you if:
- 11.2.1 it becomes unlawful for the Company or the Carrier supporting the Service to continue to provide the Service or the Company or the Carrier supporting the Service is required to cease the Service by a competent regulatory authority;
- 11.2.2 the Carrier supporting the Service ceases to do so for whatever reason or materially changes the terms of its provision of telecommunications services to the Company for the Service beyond the reasonable control of the Company;
- 11.2.3 it transpires following the Agreement Date that, for any reason outwith the control of the Company, the Service will not be able to be provided to you, in the event of termination in accordance with this Clause 11.2.3, the Company shall repay to you any Charges which you have paid in advance for the Service.
- 11.3 If this Agreement is terminated, prior to the end of the Initial Period for any reason, other than the fault or negligence of the Company, or pursuant to Clauses 3.2, 9.5, 11.2 or 13.1 the Customer shall forthwith pay to the Company all arrears of Charges (including without limitation any supplementary charges) at the date of termination and all rental and other charges payable under this Agreement for the remainder of the Initial Period (less any Charges paid by the Customer prior to the date of termination in respect of a period falling after the date of termination).
- 11.4 Notwithstanding Clause 11.3 if any Service (or part of the Service) provided under this Agreement is ceased, prior to the end of the relevant Initial Period for any reason, other than the fault or negligence of the Company or pursuant to Clauses 3.2, 9.5, 11.2 or 13.1 the Customer shall forthwith pay to the Company all arrears of Charges (including without limitation any supplementary charges) in respect of such ceased Services at the date of termination and all rental and other charges payable under this Agreement for the remainder of the Initial Period applicable to such Services (less any Charges previously paid by the Customer in respect of a period falling after the date of termination).
- 11.5 Without prejudice to its other rights in terms of this Agreement, the Company may, at its sole discretion elect to suspend provision of the Service forthwith until further notice if the Company is entitled to terminate or if the Customer is otherwise in breach of the terms of this Agreement or if the Company is obliged to comply with any relevant order or instruction of the Government or other regulatory authority or if any wayleave or other consent required for the purposes of providing the Service is withdrawn, revoked or otherwise ceases to have effect.
- 11.6 The Customer shall continue to be liable to pay the Charges during such suspension if the Service is suspended pursuant to the Customer's default.
- 11.7 The Customer shall reimburse the Company in respect of all costs and expenses incurred in carrying out such suspension and re-commencing of the provision of the Service thereafter save where such suspension is required as a result of any breach of this Agreement by the Company.
- 11.8 Either party may terminate this Agreement at any time after the Initial Period by giving three months notice in writing of its intention to do so to the other party, such notice not to expire before the end of the Initial Period.
- 11.9 The Customer's right to use the Service shall immediately terminate when this Agreement comes to an end.

12 ASSIGNMENT

The Company shall be entitled to assign or sub-contract the whole or any part of its rights and obligations under this Agreement without your further consent to such assignment or sub-contract. The Customer may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, this Agreement or any rights or obligations therein without the prior written consent of the Company.

13 CANCELLATION

- 13.1 The Service may be cancelled prior to the Service Commencement Date by the serving of written notice:
- (a) by the Customer subject to the Company being entitled to charge the Customer for any abortive work done or costs incurred by the Company in installing and provisioning of the Service;
- (b) by the Company pursuant to Clause 9.4.

14 DATA PROTECTION

- 14.1 To receive the Service, you will need to submit a completed Order Form. You warrant and undertake to us that all of your personal data, payment and contact details are accurate and complete and that you will notify us immediately of any change to your personal data by sending us an email to customerservice@demon.net in accordance with Clause 15.
- 14.2 The Company may retain the data which you submit on a completed Order Form, and you authorise us to use such personal data for the following purposes:
- 14.2.1 provision of the Service to you;
- 14.2.2 keeping of a record for a reasonable period after termination of your Service;
- 14.2.3 operation and enforcement of this Agreement;
- 14.2.4 technical maintenance;
- 14.2.5 providing you with information about other services the Company offers, subject to your right to opt out of receiving such information on the Order Form;
- 14.2.6 transferring it to another company in the event of a sale of the Company;
- 14.2.7 legal compliance including disclosing it to any third party who we reasonably consider has a legitimate interest in any such investigation or its outcome; and
- 14.2.8 transferring it to RIFE NCC as part of a general requirement for provision of these services within Europe.
- 14.2 Both parties shall comply with applicable data protection legislation with respect to any personal data supplied in connection with the Service. Where applicable, the Customer shall inform its employees of the processing of personal data by the Company and shall ensure such employees have consented to such processing.

15 NOTICES

- 15.1 Any notice required or permitted under this Agreement must be in English and in writing and sent to the Company by post to:
- THUS plc**
Customer Services
Gateway House
322 Regents Park Road
Finchley
London
N3 2QQ
- or to such other address or contact details as the Company may notify the Customer of from time to time.
- 15.2 Any notice to be sent to you will be sent to the address which you provide in the Order Form or such other address as you shall have given written notice of to the Company from time to time.
- 15.3 Such notice shall be deemed to have been received three (3) Business Days after mailing if forwarded by mail, and the following Business Day if hand-delivered.

16 E-BILL PRESENTMENT

- 16.1 For E-Bill Presentment, the Customer's Authorised User will be allocated by the Company with a security user name and password to enable access to the Customer's online invoices and electronic bill analysis.
- 16.2 Authorised Users shall not share use of E-Bill Presentment or any part of it with any other person including, if the Authorised User is a company, any person who is an officer of or contracted to the company, whether directly or indirectly, other than in accordance with these Terms and Conditions.
- 16.3 Authorised Users must not operate E-Bill Presentment in a way that does not comply with these Terms and Conditions or with any legislation or applicable licence or that is in any way unlawful or fraudulent, or to their knowledge has any unlawful or fraudulent purpose or effect, or in connection with the carrying out of a fraud or criminal offence against any telecoms operator, or in a way that does not comply with the reasonable instructions given by the Company, or operate or attempt to operate E-Bill Presentment in any way that modifies, decompiles or reconfigures the facility or any software or hardware, or copy any manual or documentation relating to E-Bill Presentment, without the prior written consent of the Company.
- 16.4 Authorised Users shall maintain the security of their allocated user name and password and will not disclose such to any third party for any purpose other than in accordance with these Terms and Conditions. The Authorised User shall immediately notify the Company and change any password which may have been compromised, or is reasonably believed to have been so.
- 16.5 The Company shall not be liable in contract, tort (or delict), pre-contract or other representations (other than fraudulent or negligent representations) or otherwise arising out of or in connection with E-Bill Presentment for any special, indirect or consequential loss or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the Customer at the Agreement Date, suffered or incurred by the Customer arising out of or in connection with these Terms and Conditions or E-Bill Presentment.
- 16.6 Without prejudice to its rights and remedies, the Company may terminate E-Bill Presentment, or any part of it, forthwith in the event that the Customer or the Authorised User is in material breach of these Terms and Conditions, becomes insolvent or has a receiving order made against it or commences to be wound up or grants a trust deed on behalf of its creditors or if the Company is no longer authorised to operate the Company System.
- 16.7 Without prejudice to its rights and remedies, the Company may at its sole discretion elect to suspend E-Bill Presentment forthwith until further notice if it is entitled to terminate it or if the Customer or the Authorised User is in breach of these Terms and Conditions or if the Company is obliged to comply with any relevant order or instruction of government or other regulatory authority or if any consent or authority required for the purpose of providing E-Bill Presentment is withdrawn, revoked or otherwise ceases to have effect.

Schedule 1

17 AMENDMENT OF THESE TERMS AND CONDITIONS

17.1 We reserve the right to add to and/or amend this Agreement at any time. If we amend this Agreement, we will notify you by sending you a letter or email to the applicable address advising you of the amendment at least thirty (30) days, before the amendment is to take effect. If you continue to use the Service after any amendments to this Agreement have been notified to you, you will be deemed to have accepted such amendments.

18 ENTIRE AGREEMENT

18.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and other than in relation to any fraudulent misrepresentations supersedes all other agreements and representations made by either party whether oral or written.

19 NO WAIVER

19.1 Failure or delay by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

19.2 In the event either party agrees to waive a breach of this Agreement by the other party, that waiver is limited to that particular breach.

20 LAW AND ARBITRATION

20.1 The Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

20.2 The parties shall use their reasonable endeavours to resolve any dispute arising under this Agreement by direct negotiations between the parties. If the dispute is not resolved within fourteen (14) days through direct negotiation the parties will attempt to resolve the matter through the Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Effective Dispute Resolution. If the matter has not been resolved by an ADR procedure within thirty (30) days, or if either party will not participate in an ADR procedure within such 30 day period, the dispute shall be referred to litigation in accordance with Clause 20.1. Notwithstanding the foregoing it is acknowledged and agreed that either party shall be entitled to seek injunctive relief in any court of competent jurisdiction if the other party is in breach of any of the terms hereof.

21 RIGHTS OF THIRD PARTIES

21.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22 GENERAL

22.1 The rights and remedies provided by this Agreement are exclusive and not cumulative and exclude all other rights and remedies (whether express or implied) provided by common law including negligence claims in tort or delict or statute in respect of the subject matter of this Agreement.

22.2 The termination or expiry of this Agreement shall be without prejudice to the rights of either party which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall so survive.

22.3 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

22.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22.5 All title, interests and rights (including intellectual property rights) in the Service remain in the Company and/or its suppliers. You acknowledge such title, interest and rights and you shall not take any action to jeopardise, limit or interfere in any manner with the Company's (or any third party supplier's) title, interests or rights with respect to the Service including, but not limited to, using the Company's trademarks or trade name.

STANDARDS OF SERVICE

The Company shall provide such preventive and corrective maintenance services as it reasonably considers necessary for the proper functioning of the Company System.

The Company will use reasonable endeavours to correct reported faults as soon as possible during Business Hours. Should you encounter a fault with the Service you should report this to the Company at 0845 272 2666. The Company will investigate the fault and actively deal with the fault in accordance with the Service Levels.

SERVICE LEVELS

STANDARD SERVICE BY CARRIER PRE-SELECTION	
BT SERVICE RESUMED	4 Business Hours
DEMON CPS SERVICE RESUMED	16 Business Hours
TIME TO PROVISION SERVICE	The Switch-over-Date

0845 272 2666
customerservice@demon.net
www.demon.net

The logo for Demon, featuring the word "Demon" in a bold, black, sans-serif font. A red ring is positioned above the letter "o".

*Calls from a BT landline are charged at local call rate, charges for calls from other networks and mobile phones may vary.