

Fixed Line Telephone System Terms & Conditions

1 Interpretation

The customer (as defined in clause 1.7 below) understands that to receive the equipment/service (as defined in clauses 1.8 & 1.17 below) it may be required to enter into two separate agreements. These are:

The POA (as defined in clause 1.1 below) with Talk Business Solutions Ltd. and an airtime agreement with the relevant network/service provider.

1.1 **'POA'** means the binding Signal Telecom (Stokesley) Fixed Line Purchase Order Agreement and/or fixed line Maintenance Insurance (Signalsure) Purchase Order Agreement, and/or any associated contract/s made between the company and the customer for the goods and/or services specified on the POA, which shall be subject to these terms and conditions.

1.2 **'Company'** means Talk Business Solutions Ltd. T/A Signal Telecom (Stokesley), whose registered office is at Exchange Building, 66 Church Street, Hartlepool, Cleveland TS24 7DN. Signal Telecom (Stokesley) is operated under license by Talk Business Solutions Ltd.

1.3 **'Contract'** means the POA or any supplementary contract to a POA and is subject to these terms and conditions.

1.4 **'Contract start Date'** This means the date upon which the contract is signed by or on behalf of the customer (including any electronic signature). The contract is effective from this date.

1.5 **'Operational service date'** means the date a service is first made available to the customer and is the date upon which payment for the services will commence.

1.6 **'Fixed line/Line'** means each landline, each PSTN line, each leased line, each channel of an ISDN line, each VOIP licence, each Signal Cloud Voice, each virtual line, SIP trunk and each broadband or fibre broadband connection to be connected under the POA.

1.7 **'Customer'** means the person so named in the POA and anybody reasonably appearing to the company to be acting with that person's or corporate or unincorporated body's (whether or not having separate legal personality) authority or permission.

1.8 **'Equipment'** means products provided under the POA or supported as part of a maintenance POA.

1.9 **'Infrastructure'** means a building's existing interior and exterior cables, conduits, inner ducts and connecting hardware, all comprising the existing telecommunications infrastructure in and outside the building prior to the connection of the services by the Company.

1.10 **'Subsidised Equipment'** means products reduced in price and provided subject to the signing of the POA and fulfilment of the associated terms and conditions.

1.11 **'Line provision'** means the installation of a network circuit/s or connection normally re-sold on behalf of a third party.

1.12 **'Line rental'** means rental of a network circuit/s or connection normally re-sold on behalf of a third party.

1.13 **'Maintenance service'** means the regulated support (hardware and software) of all equipment detailed on the POA and as described further below.

1.14 **'Minimum period/term'** means the minimum period/term of the contract or such other longer period as may be governed by the operational service date (including, but not limited to a period referred to in the POA as contract length, length, term, minimum term, period or contract period). The minimum period/term for a fixed line/line will be calculated from the Operational Service Date, not the contract start date or installation date.

1.15 **'Termination fee'** means the amount of £250 per line/connection.

1.16 **'Term fees'** means the compensatory fees calculated by multiplying the remaining number of months of the minimum period by the monthly charges for the services (exclusive of any discount granted).

1.17 **'Cancellation fees'** means the term fees, the return of any buyout paid by the company to the customer, the return of any deal Incentive and the return at the recommended retail price (as at the commencement date) of any equipment provided by or on behalf of the company to the customer and the termination fee.

1.18 **'Connection'** means an electronic communications channel (or channels) organised for the transmission of voice and/or data between two or more parties (examples include but are not restricted to analogue, ISDN2, ISDN30, ADSL, SDSL, Kilostream (LES) circuits.

1.19 **'Service/s'** means any service/s stated on the POA or contract or as detailed below.

1.20 **'Site'** means the place the company agrees to provide the service or equipment.

2 General

2.1 Infrastructure

The company will use its best endeavours to advise the customer on the condition of existing infrastructure (cables, switches, routers, ancillary equipment etc.). The signing of the POA by the company does not guarantee 100% efficiency of the existing infrastructure and the company accepts no liability for system faults caused by defective infrastructure not installed by the company.

2.2 Assignment

2.2.1 Assignment of a POA by either party may not be unreasonably withheld.

2.3 Changes.

2.3.1 If the customer asks the company to make any change to any aspect of the service, the company may ask the customer to confirm the request in writing. The company will advise the customer if the change will result in any amendment to the charges payable by the customer.

2.4 Confidentiality.

2.4.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature obtained under the POA and will not disclose that information to any person (other than their employees or professional advisors) without written consent of the other party.

2.5 Entire agreement

2.5.1 Unless otherwise explicitly stated by the company the POA and any associated contract/s shall constitute the entire agreement between the parties in relation to their subject matter.

2.6 Law

2.6.1 The service or equipment must not be used in any way that is unlawful.

2.6.2 These terms and conditions shall be governed by and constructed in accordance with English law.

2.7 Liability

2.7.1 The company accepts no liability for failure by outside suppliers to meet their responsibilities.

2.7.2 The company shall not be liable for any financial consequential or indirect loss suffered by the customer or any third-party whether such loss arises from a breach of a duty in the POA or contract or in any other way including without limitation to the generality of this exclusion, loss of profits, economic loss, loss of goodwill, loss of contracts, loss of data, damage to the property of the customer or anyone else (other than damage caused by negligence of the company or any of its employees, agents or subcontractors) and personal injury to the customer or anyone else (except so far as such injury is attributable to the company's negligence).

2.8 Matters beyond either party's reasonable control.

2.8.1 If either party is unable to perform any obligation under the POA because of a lightning, flood, exceptionally severe weather, fire, explosion, war or civil disorder then the other party will have no liability to the other for that failure to perform.

2.8.2 If any of the events described above continue for more than three months then either party may serve notice on the other terminating the POA or contract.

2.9 Notices

2.9.1 Notices, including cancellation/termination, given under the POA must be in writing and may be delivered by hand or by courier or sent by facsimile transmission, email, or first class post to the company's registered office.

2.9.2 To be valid any claim against the company, whether in agreement, contract or tort, must be brought within one year of the date of invoice and any such claim shall be limited to an amount by way of liquidated damages equal to the invoice value of the goods or service in respect of which the claim is made.

2.10 Subcontractors

2.10.1 The company may, as it sees fit, sub-contract work to appropriately qualified third-parties.

2.11 Suspension

2.11.1 The Company may terminate any service, including data services referred to in 3.7, where the customer is in breach of contract in accordance with section 3.4, or when the equipment or service is being used unlawfully in accordance with clause 2.6.1

2.12 Termination

2.12.1 Upon the termination of any service provided, for any reason, the customer shall not be entitled to reimbursement of any pro-rata part (calculated on a time basis) of any service paid for in advance.

2.12.2 Unless the customer has provided 30 working days written notice to terminate a contract (excluding a leased line contract, see 2.12.3) prior to the expiry of the minimum period/term or any renewal period, the contract shall automatically renew for a further period of 30 working days (the renewal period) and the contract shall continue to renew for successive 30 working day renewal periods until the customer provides 30 working days written notice to terminate at the end of any renewal period.

2.12.3 Unless the customer has provided 90 working days written notice to terminate a leased line contract prior to the expiry of the minimum period/term or any renewal period, the contract shall automatically renew for a further period of 90 working days (the renewal period) and the contract shall continue to renew for successive 90 working day renewal periods until the customer provides 90 working days written notice to terminate at the end of any renewal period.

2.12.4 Upon the termination of any service/contract provided, for any reason, any router/s (including the 3 pin connecting plug/s) must be returned to the Company by the Customer within 7 working days of the termination date. The Customer accepts that failure to return the equipment will result in an invoice from the Company for the full replacement cost of the router/s.

2.13 Payment

2.13.1 The company accepts payments by direct debit, direct bank transfer or by cheque.

2.13.2 All recurring charges (whether for services or otherwise) are due on the agreed date and all others within fifteen days of the date of the company's invoice.

2.13.3 The company may charge daily interest on late payments at a rate equal to 4% per annum above the base lending rate of Barclays Bank plc.

2.13.4 All charges presented are exclusive of VAT at standard rate unless otherwise stated.

2.13.5 The company reserves the right to adjust the charge applicable to any service delivered after the minimum service period has expired by notification of the increase by letter to the customer at least one month before the adjustment is due to take effect.

2.13.6 Unless prices are confirmed in a quotation that has not expired, the company may pass on to the customer any increase in charges levied upon it by third-parties or manufacturers or other suppliers.

3 Specific

3.1 – Payment and reclamation of subsidies

3.1.1 - Subject to the remaining provisions of this clause 3.1, the company may provide the customer with a subsidy as a result of the customer entering into the POA.

3.1.2 - This subsidy may be provided using the following methods or any combination of them.

3.1.3 - By deducting this from the value of the equipment or the services that the customer orders from the company or:

3.1.4 - by paying monies to the customer. Such monies shall be paid quarterly over the term of the POA

3.1.5 - Using such amount to discharge any network termination charges subject to the company seeing the relevant termination invoice (but no other termination charges relating to any other agreement unless agreed expressly in writing).

3.1.6 - Any subsidy pursuant to clause 3.1.2 shall be payable quarterly beginning within 90 days of the date of the customer's invoice to the company. It is the sole responsibility of the customer that the company has received the invoice with supporting documentation (save that no invoice is necessary where subsidy is being deducted from the price of the equipment /services ordered by the customer pursuant to clause 3.1.2) provided that:

3.1.7 - The service is still active and not pending disconnection on the date that the instalment of the subsidy is due:

3.1.8 - Where the invoice is payable in instalments or after a prescribed period the trigger date has passed.

3.1.9 - The invoice has been raised in accordance with the provisions of this agreement; and

3.1.10 - where the invoice is for termination charges pursuant to clause 3.1.5, this amount is invoiced within 3 months from the

connection date; and or invoice is for payment of monies pursuant to clause 3.1.4 this amount is invoiced by the customer within 90 days of it becoming payable; and or amount claimed is being deducted from the price of equipment/services ordered by the customer pursuant to clause 3.1.3, this amount is claimed during the minimum term; and in the event that the customer fails to invoice/claim the subsidy within the stated timescales set then the customer's right to the subsidy shall cease.

3.2 The customer acknowledges that:

3.2.1 - The payment of the subsidy is conditional upon: (a) the customer maintaining each service/connection for the minimum term; the customer not downward migrating any service/ connection during the minimum term and such other conditions as are notified to the customer by the company.

3.2.2 - The company will provide the subsidy prior to the satisfaction of the conditions set out in clause 3.2.1 and hence the need for clause 3.3

3.3 - The company shall be entitled to reclaim the subsidy (or such proportion of the subsidy) already paid to the customer (or withhold such amount from any subsidy or instalment to be paid to the customer) if:

3.3.1 - A service/connection is for whatever reason disconnected or downward migrated prior to the expiry of the minimum term; or...

3.3.2 - The relevant service provider (for whatever reason) reclaims or withholds any of the connection monies paid to the company by the service provider for that connection; and the proportion of the subsidy that the company shall be entitled to reclaim from the customer shall be the monthly subsidy amount for each month (and such pro rata amount for each incomplete month) of the balance of the minimum term which is unexpired at the date of disconnection or the downward migration.

3.3.3 -The relevant network/service provider (for whatever reason) reclaims or withholds any of the connection monies paid to the company for that connection, the company shall be entitled to reclaim from the customer the full amount of the connection monies reclaimed by the service provider.

3.4 Breach of Contract

3.4.1 Either party may terminate the POA without further notice if the other commits a material breach of these terms and conditions which is not remedied within 90 days.

The customer is in breach of contract and is deemed to have cancelled the contract if:

3.4.2 the customer commits a material breach of the POA that cannot be remedied.

3.4.3 the customer is the subject of a bankruptcy order, goes into liquidation, makes a voluntary agreement with its creditors, or has a receiver or administrator appointed.

3.4.4 the customer fails to pay any sum due for any service provided, by the due date of payment.

3.4.5 the customer cancels the POA (for whatever reason other than a material breach of these terms and conditions) prior to the expiry of the minimum term.

3.4.6 If any of the circumstances in clauses 3.4.2 to 3.4.5 occur, and both parties cannot reach an acceptable resolution, the company shall terminate all services to the customer, including data services, without further notice.

The Customer acknowledges that:

3.4.6 - If the customer (for whatever reason) cancels a line/fixed line/connection/service prior to connection, a line/fixed line/connection/service prior to the expiry of the minimum period/term, or a line/fixed line/connection/service is downward migrated during the minimum period/term the company shall be entitled to charge the customer the term fees and a termination fee of £250.00 for each line/fixed line/connection/service.

3.4.7 - It is agreed between the customer and the company that £250.00 per line/fixed line/connection/service is a fair estimate of the expenses incurred in processing the event described in 3.4.5 and the customer agrees not to challenge the charge as a penalty.

3.4.8 - Any sum reclaimed (or withheld) pursuant to clause 3.3 shall be invoiced to the customer and shall be payable (unless withheld) within 15 days of the date of the invoice.

3.5 Line Provision

3.5.1 The company will use reasonable endeavours to provide the service by the date agreed with the customer but all dates are estimates and the company has no liability for any failure to meet any date.

3.5.2 Specifically, the company cannot be held responsible for any delays on the part of BT.

3.6 Line Rental

3.6.1 If the Customer cancels the service within the minimum period the Customer must pay a line rental termination charge.

3.6.2 The minimum period is as agreed in the POA.

3.6.3 The line rental termination charge will be the aggregate of the value of the unexpired period of the line rental (calculated on a time basis) and a termination fee of £250.00 per line plus any sum that the company is liable for from any third-party.

3.6.4 It is agreed between the customer and the company that £250.00 per line is a fair estimate of the expenses incurred in processing the event described in 3.6.1 and the customer agrees not to challenge the charge as a penalty.

3.6.5 The company cannot be held responsible for any aspect of performance of this service that adversely, directly or indirectly, affects the business of the customer.

3.7 Data services (Broadband/FTTC/FTTP/EFM/Leased lines)

3.7.1 If the customer cancels the data service/line within the minimum period/term the customer must pay the data services cancellation fees.

3.7.2 The minimum period is as agreed in the POA.

3.7.3 The data services term fees will be the aggregate of the value of the unexpired period of the data services/lines (calculated on a time basis) and a termination fee of £250.00 plus any sum that the company is liable for from any third-party.

3.7.4 It is agreed between the customer and the company that £250.00 is a fair estimate of the expenses incurred in processing the event described in 3.7.1 and the customer agrees not to challenge the charge as a penalty.

3.7.5 The company cannot be held responsible for any aspect of performance of this service that adversely, either directly or indirectly, affects the business of the customer.

3.8 Sale or provision of equipment/subsidised equipment

3.8.1 - Notwithstanding delivery and acceptance of subsidised equipment to the customer, title to the same will not pass to the

customer (but will be retained by the company) until the expiry of the minimum term.

3.8.2 - Should the customer, for whatever reason, cancel or breach the contract/POA before the expiry of the minimum term, then the customer agrees to pay the full replacement cost, or the original cost of the subsidised equipment to the company, whichever is the greater or, the company shall have the right, with or without notice, at any time, to retake possession of the whole or part of the equipment (and for that purpose to go upon any premises occupied by the customer).

3.8.3 - If equipment is delivered to the customer, until such receipt of payment by the customer, the customer shall be deemed to be a bailee of the equipment. Under the terms of this bailment If payment of the total price of the equipment is not made on the due date then the company shall have the right, with or without notice, at any time, to retake possession of the whole or part of the equipment (and for that purpose to go upon any premises occupied by the customer)

3.9 Equipment warranty

The company will repair equipment supplied under the POA free in accordance with the terms and period of the manufacturers warranty. The customer will return the equipment to, and collect it from the company's Stokesley premises at its own risk and expense.

3.10 Change of address

3.10.1 The customer will promptly notify the company of its intention to change the address at which the equipment is installed or to which a service is supplied. In the event that the equipment is removed to another address by whosoever the company shall be relieved of its obligations under the POA.

3.10.2 If the equipment is moved to another address, or a service is redirected to another address, the company accepts no responsibility for the efficiency of existing infrastructure at the customers changed address (cables, switches, routers, other ancillary equipment etc.). The company accepts no liability for system faults or poor service caused by defective or outdated infrastructure not installed by the company at the customers changed address.

3.11 Maintenance Insurance terms & conditions

3.11.1 If the customer has contracted for maintenance insurance, the company will commence during normal working hours all adjustments, repairs and replacements of defective components resulting from faulty workmanship and/or materials which in the opinion of the company are necessary for the proper functioning of the equipment. The customer will give access to its premises and the equipment for this purpose. Refusal to facilitate such access will entitle the company to levy a charge. Where the company replaces defective equipment or part thereof it shall be entitled to supply serviceable reconditioned items. All the terms and conditions of this contract shall continue to apply to the equipment embodying such substituted items.

3.11.2 Maintenance shall include: work restricted to equipment scheduled in the equipment details shown in the hosted telephone system POA.

3.11.3 Spare parts: The provision of all necessary spares, which may be new or used, required to keep the equipment in satisfactory operation. All replacement parts shall become the property of the company. The company may fit adequate replacement parts, which are not the same as those being replaced.

Replacement equipment may be offered at a concessionary price if repair is considered impossible or uneconomic whether due to the unavailability of spares or otherwise.

3.11.4 Commissioning faults must be reported within 7 days of system installation. The customer will promptly notify the company when any fault occurs.

3.11.5 The customer will not attempt to maintain the equipment or any associated infrastructure. By attempting to do so any obligations on the part of the company shall become void and the company shall be entitled to levy a charge upon the customer.

3.11.6 The customer will protect the health and safety of the company's servants, agents and contractors while they are on the customer's premises and will indemnify the company against any claims arising out of their failure to do so.

3.12 The company shall not be obliged to provide maintenance services hereunder of any of the equipment if such maintenance services are necessitated as a result of:

3.12.1 repairs, service or performance related problems caused by inadequate broadband speed or customer's broadband provider, if this is not the company

3.12.2 accidental damage caused by third parties, contractors etc. not engaged by the company.

3.12.3 fair wear and tear.

3.12.4 failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions.

3.12.5 accident, transportation, neglect, misuse or default of the customer or any other third party (including BT)

4 The company shall not be liable for any delay or failure in performing its obligations hereunder if any spare part is not available.

5 The company shall not be obliged to provide services hereunder and will be entitled to levy a charge if such Services constitute:

5.1 re-siting and re-cabling equipment.

5.2 re-programming equipment on-site or at base.

5.3 installing additional equipment.

5.4 no-Fault-Found customer visits.

5.5 failed visits due to inadequate planning by the customer including missing parts, customer personnel absences or any other reason outside the control of the company.

5.6 servicing, repairing or replacing customer equipment on-site due to neglect or misuse.

5.7 servicing, repairing customer equipment at base due to neglect or misuse.

5.8 resolution of software or hardware conflicts caused by customer's IT system.

5.9 resolution of software or hardware conflicts caused by customer's IT provider. customer is responsible for ensuring co-operation from in-house or third-party IT personnel.

5.10 repair or resolution of failure or damage caused by BT where the company is not the telephone line provider.

5.11 repair or resolution of failure or damage caused by the connection or integration of unauthorised equipment to the system without the written approval of the company.

5.12 Liaison and co-operation with customer appointed service providers, contractors or third parties in order to repair, resolve or optimise systems.

6 When the customer reports a fault the company will respond either by:

- 6.1 providing advice by telephone.
- 6.2 by carrying out remote diagnostic checks
- 6.3 by attending the customer's premises.

7. The company shall respond to a request within 4 business hours of receipt if there is a complete system failure. In all other instances the company shall respond to a request for service maintenance within 16 business hours of receipt.

8. In rectifying a fault it may be necessary for the company to reset the equipment and in doing so the company will not be responsible for the reconfiguration or reprogramming of the customer's or its employee's requirements.

9 The company shall be entitled to exercise a lien over any equipment or goods belonging to the customer in the company's power, possession, custody or control as security for any charges or other monies due from the customer to the Company whether or not invoiced.

10 All consumables required to enable the company to rectify any defects in the equipment including, without limitation, cassette tapes, print ribbons, toner, developer and paper will be provided to the company at the expense of the customer.

11 **Change of address**

11.1 The customer will promptly notify the company of its intention to change the address at which the equipment is installed or to which a service is supplied. In the event that the equipment is removed to another address the company shall be relieved of its obligations under the POA. Any outstanding liabilities of the customer will become immediately payable to the company provided that the company shall be entitled to elect to provide maintenance services in respect of such equipment on the terms specified in section 3.11.

11.2 If the equipment is moved to another premises and the company continues to provide maintenance services, the company will be entitled to review and if appropriate increase the maintenance charge payable under the POA, to cover any additional costs to the company in providing maintenance services at the new location.

11.3 **Infrastructure**

The company will use its best endeavours to advise the customer on the condition of existing infrastructure (cables, equipment, broadband service etc.). The signing of the POA by the company does not guarantee 100% efficiency of the infrastructure and the company accepts no liability for system faults caused by defective infrastructure not installed by the company.

12. **Inspection**

12.1 The company shall be entitled to inspect the equipment before accepting any request to undertake any maintenance obligations in respect of such equipment.

13. **Cancellation**

13.1 If the customer wishes to cancel the maintenance services within the minimum period/term as described in the POA the customer must pay a maintenance service termination charge.

13.2 The maintenance service termination charge will be the aggregate of a sum equalling 30 days of service plus any sum that the company is liable for from any third-party, plus a termination fee of £250.00.

13.3 It is agreed between the customer and the company that £250.00 is a fair estimate of the expenses incurred in processing of the event described in 13.1 and the customer agrees not to challenge the charge as a penalty.

13.4 Upon the termination of any maintenance services provided, for whatever reason, the customer shall not be entitled to reimbursement of any maintenance services paid for in advance.

13.5 If notice is not received to cancel the maintenance agreement within the minimum period of 30 days prior to its renewal it will automatically roll over into a 30 day contract.

14 **Service Charges**

14.1 Maintenance insurance pricing includes, but is not limited to, the support of hardware, handsets, contact centre routing and integrated voicemail systems. The pricing excludes any applications or peripheral equipment e.g. analogue devices, music on hold, contact centre server, vendor specific voicemail systems and 3rd party voicemail, call loggers, call recorders, FAX, EPOS, BACS, door entry, accessories i.e. Bluetooth headsets and any additional DECT equipment both third party or manufacturer specific to the core system.

14.2 Service outside of the specified service level, or if the customer has not requested maintenance services is at the customer's expense as follows: Telephone service, remote on-line assistance or 'at base' repairs: **£20.00 per half-hour or part half-hour**. Engineer site visits. Up to two hours **£75.00**. Half day **£125.00** Full day **£250.00**. Prices are labour only. Consumables and parts will be charged for. Travel exceeding 50 miles total will be charged at 40p per mile.

15 **Site Visits**

15.1 Site visits by the company are at the sole discretion of the company and can only be commenced after a customer purchase order or written request has been received by the company.

15.2 Purchase orders or requests can be transmitted to the company by email, fax, or in writing by hand or Royal Mail to the address below.

16 **Acceptable use policy**

16.1 - The Customer shall not use the Services to store, distribute or transmit any viruses, or any material that:

16.2 - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

16.3 - in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purposes or effect, or which facilitates illegal activity.

16.4 - depicts sexually explicit images or promotes unlawful violence.

16.5 - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity.

16.6 - causes damage or injury to any person or property.

16.7 - is in breach of any applicable law; or

16.8 - infringes any Intellectual property right or other proprietary right or right of privacy of a third party.

The Customer shall not use the Services to:

16.9 - transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

16.10 - intercept or monitor data or messages while they are being transmitted over the network.

16.11 – access any computer, system, network, or data without authorisation, or in a manner which exceeds authorization, including, any attempt to:

16.12 - retrieve, alter, or destroy data; or

16.13 - probe, scan or test the vulnerability of a system or network; or

16.14 - breach or defeat system or network security, authentication, authorisation, confidentiality, intrusion detection, monitoring, or other security measures.

The Customer shall not use the Services to:

16.15 - impersonate any party or entity by adding, removing, or altering header information of network, email, or other messages transmitted over the Network;

16.16 - transmit over the Network messages that have been electronically signed using a fraudulently obtained public key certificate or with a forged electronic signature; or

16.17 - use the Network or any of the Services to commit any other form of impersonation or forgery.

16.18 - The Customer shall not knowingly interfere with or disrupt the business operations, service, or function of the Company, the Network, or any computer, host, network, or telecommunications device connected to or via the Network.

16.19 - The Customer shall not knowingly tamper with or attempt to gain unauthorised access to systems, network or other device of the Company.

The Customer shall promptly report to the Company any event, condition, or activity indicating a possible or actual:

16.20 - breach or compromise of the security of the Network and/or the Services, including any event, condition, or activity occurring within any other telecommunications or computer network or systems that 12.21 - could affect the security of the Network and/or the services.

16.21 - In the event of any breach or suspected breach of the Acceptable Use Policy by the Customer, in addition to and without prejudice to its other rights and remedies at law or otherwise under the Agreement, the Company may:

16.22 - monitor usage, and carry out investigations into potential misuse or abuse of the Services insofar as the same is carried out over or using the Network and the Customer shall cooperate with the Company in connection with such investigations;

16.23 - (at the Company's option) terminate, or suspend any Service immediately upon written notice to the Customer; and/or

16.24 - involve and co-operate with law enforcement, regulatory and any other authorised agencies in the investigation and prosecution of crimes alleged or suspected to have been committed using the Services insofar as the same is carried out over or using the Network.

Signal Telecom (Stokesley), Carlton House, 26-28 Ellerbeck Court, Stokesley Business Park, Stokesley, TS9 5PT

Signal Telecom (Stokesley)

is operated under license by

Talk Business Solutions Ltd

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