



Customer Acceptance of Order

I have read and understood and I accept the ACN Digital Phone Service Terms and Conditions.

I authorize ACN, to carry out all the necessary actions/operations to activate ACN's Digital Phone Service on my behalf and to provide the relevant equipment.

I acknowledge that I must have an active high speed internet connection (with capacity of at least 128Kbits/sec down and upstream) at my address in order to use the ACN Digital Phone Service.

I acknowledge that I have read and accepted the specific conditions relating to emergency services as detailed in Clause 2 of the ACN Digital Phone Service Terms and Conditions. I understand that the ACN Digital Phone Service allows, to the technical extent possible, calls to the emergency services numbers 999 and 112. However, I understand that calls will fail if there is a power cut or failure or my broadband connection fails, or due to other failures caused by reasons outside ACN's control.

I acknowledge that I have read and accepted Clause 4 and that the ACN Equipment is locked to and will only function in connection with the ACN Digital Phone Service.

I agree that my personal data may be kept and processed as described in the ACN Digital Phone Service Terms and Conditions, and understand and agree that the use and processing of my data is necessary for the performance of this Contract. I accept that if I subsequently withdraw this consent ACN may not be able to perform this Contract.

I shall receive electronic invoices and I have read, understood and accepted Clause 7.

In the event the online ACN Customer Portal is not available, I understand that I shall contact ACN Customer Service for all relevant information and/ or updates until such time ACN provides access to my online account.

I have read the Acceptable Usage Policy, as prescribed by this Contract, and I fully accept it. The Acceptable Usage Policy pertaining to this Contract is also available on the ACN website, www.myacn.eu

I acknowledge and agree with ACN's prices set out in the ACN Price List and the fact that the ACN Price List may change from time to time.

I acknowledge and agree that ACN may reject my order if I have previously been disconnected for non-payment or if I have any outstanding customer payments.

NOTICE OF CANCELLATION

1. This Clause sets out your right to cancel this Contract within the period of seven (7) days following receipt of the ACN Equipment ("Cooling Off Period"). You acknowledge that if you accept the supply of the ACN Digital Phone Service, by setting up and configuring the ACN Equipment and the ACN Digital Phone Service, before the expiry of such Cooling Off Period, you will waive your right to cancel this Contract under this **NOTICE OF CANCELLATION** Clause. This Cooling Off Period does not apply to service upgrade(s) and/or service add-ons for previously purchased ACN Equipment and/or ACN Digital Phone Services.

2. The above cancellation right can be exercised by telephoning ACN's customer services department and then confirming your decision to cancel in writing to ACN at: Tower 42, 25th Floor, 25 Old Broad Street, London EC2N 1HQ, within the Cooling Off Period. **If you wish, you may use the cancellation form provided below to cancel the Contract.**

3. If you cancel this Contract during the Cooling Off Period, any sum paid by you or on your behalf under or in contemplation of this Contract shall become repayable to you. You will be entitled to a full refund only if you return the ACN Equipment to us in the original packaging, with all of the original contents in an undamaged condition. Failure to do so may result in a partial refund or no refund being given. The ACN Equipment must be returned within twenty one (21) days of the receipt by ACN of your cancellation notification ("Return Period"). If you fail to return the ACN Equipment within the Return Period, you will be responsible for payment of the full cost of the ACN Equipment. As part of the cancellation process, you may telephone ACN customer services at 0207 949 01 02 and obtain a returned merchandise authorisation ("RMA") for **returns free of charge.**

CANCELLATION FORM

(Complete and return this form **ONLY IF YOU WISH TO CANCEL THIS CONTRACT WITHIN THE COOLING OFF PERIOD AND ACN HAS NOT YET STARTED SUPPLYING THE ACN DIGITAL PHONE SERVICE TO YOU** as defined in Clause 1 of the **NOTICE OF CANCELLATION** Clause.)

To: ACN European Services Ltd., Tower 42, 25th Floor, 25 Old Broad Street, London EC2N 1HQ

I/We* hereby give notice that I/We* wish to cancel my/our* Contract.



Customer Name(s):
Signature(s):
Telephone Number:
Date:
ACN EUROPEAN SERVICES LTD.

ACN Digital Phone Service Terms and Conditions

1. Definitions

"ACN": ACN European Services Ltd registered in England and Wales under company number 3650246 and having its registered office located at Tower 42, 25th Floor, 25 Old Broad Street, London EC2N 1HQ, United Kingdom;

"ACN Account": Your account with ACN in respect of charges for the ACN Digital Phone Service and / or the ACN Equipment, details of which can be accessed via the ACN Customer Portal;

"ACN ATA": (Analogue Telephony Adaptor) A device used to connect one or more standard analogue telephones to ACN's digital network. The ACN ATA is required to use the ACN Digital Phone Service if you do not purchase an ACN Videophone;

"ACN Customer Portal": ACN's customer portal located at www.myacn.eu, such link subject to change.

"ACN Digital Phone Service": The service provided to you under this Contract as set out in the Customer Order as such may be amended from time to time in accordance with the Contract. The ACN Digital Phone Services enables you to make or receive a telephony call via an existing high speed internet service or connection (with capacity of at least 128Kbits/sec down and upstream). The ACN Digital Phone Service is provided as an additional line (known as 2nd line);

"ACN Equipment": Any hardware (ACN Videophone(s), ACN ATA(s) or other ACN provided equipment) provided by ACN to you in accordance with this Contract for use by you in connection with the ACN Digital Phone Service as set out in the Customer Order. Terminal Equipment is excluded from this definition;

"ACN Price List": ACN's current price lists as amended from time to time. The ACN Price List is made available online at the time when you place your Customer Order and is also available at ACN's website at www.myacn.eu;

"ACN Videophone": A communications device which allows both video and audio communication at the same time. It is also possible to make audio calls using the ACN Videophone without the video function being activated. The ACN Videophone also has an ACN ATA (as mentioned above) built in to allow connection of analogue phones to the ACN digital phone network;

"AUP": ACN's Acceptable Usage Policy which can be found at www.myacn.eu, as such may be updated from time to time;

"CLI": calling line identity, the applicable telephone number.

"Cooling Off Period": Has the meaning given to that term in Notice of Cancellation clause set out earlier;

"Commencement Date": Has the meaning given to that term in Clause 13.1;

"Consumer": any person who is acting for purposes which are outside his or her business;

"Contract": These terms and conditions, the ACN Price List, the AUP and the Customer Order;

"Customer Order": The order submitted by you via the ACN website;

"New CLI": Newly assigned geographic or non-geographic (for example 056 prefix) numbers that are assigned when your ACN Digital Phone Service is activated and which are used to receive incoming phone calls and make outgoing phone calls using the ACN Digital Phone Service. ACN will provide and notify you of this number when your Customer Order is accepted, and depending on your service address and technical compatibility within your region, ACN will either provide a geographic number or, if geographic numbers are not available, a non geographic number;

"Number porting": The ability to retain a telephone number when transferring from/ to another service provider;

"Original CLI": The geographic telephone number provided by your current fixed line provider and specified in the



Customer Order , and, in the case of ISDN, any other CLI that is linked or associated with the CLI that is designated on the Customer Order;

"Premises": The premises in the United Kingdom at which ACN agrees to provide the ACN Digital Phone Service to you, as varied from time to time by agreement between you and ACN;

"Price": The prices and/or tariffs for the ACN Digital Phone Service including ACN Equipment as set out in the ACN Price List;

"Terminal Equipment": Any computer, telephone and any other communication devices used by you in connection with ACN's Digital Phone Service which does not include the ACN Equipment;

2. Emergency calls

2.1 The ACN Digital Phone Service allows calls to emergency service numbers 999 and 112 but calls to these numbers may not be available at all times (for example, if there is a power cut or failure or if your broadband connection fails).

2.2 ACN is not liable whatsoever for any damages (direct and/or indirect, including but not limited to any consequential damages), events, and / or consequences arising from non connection, non-functioning or disruption of emergency calls made using the ACN Digital Phone Service.

2.3 ACN recommends that you inform household residents, guests and other third parties that may be present at the Premises that to make emergency calls they may have to use another phone service as the ACN Digital Phone Service may not support such calls at all times.

2.4 If the ACN Digital Phone Service is used to call emergency service numbers 999 and 112 (or any other number allocated to emergency service use) (an "Emergency Call"), the emergency services may not be able to locate the caller automatically. You agree to register the address of the Premises with ACN (either by calling 0207 949 01 02 or by updating your account details via the ACN Customer Portal) prior to activation of the ACN Digital Phone Service to ensure that up-to-date location information can be provided in the event of an Emergency Call. Should you access and use the ACN Digital Phone Service from locations other than the Premises, you agree that you will update the location information registered on your ACN account accordingly. You acknowledge and agree that, should you fail to update the location information registered on your ACN account, the location information provided to the emergency services during an Emergency Call may not accurately reflect the location from which the call is being made. ACN recommends that you clearly inform the emergency services of your present location information when making an Emergency Call, whether from the Premises or from a different location and that you inform other users of your ACN Digital Phone Service to do likewise. To the extent technically possible, ACN shall make available to the emergency services all information relating to the location of the caller in the event of an Emergency Call.

3. ACN Digital Phone Service

3.1 In order to use ACN's Digital Phone Service you must also purchase, set up and install the ACN Equipment. You must set up and install the ACN Equipment in accordance with the requirements set out in the user notice provided with the ACN Equipment. ACN will not be liable for the failure to provide the ACN Digital Phone Service to the extent such failure is caused by a fault in the Terminal Equipment or your failure to set up and install the ACN Equipment in accordance with the user notice provided with such ACN Equipment.

3.2 ACN's Digital Phone Service does not support fax transmission, alarm systems, credit card and cash payment systems requiring a fixed line telephone connection or bank cash dispensing machines.

3.3 Calls to some service numbers, special numbers, premium rated numbers, directory services and certain high rated international numbers may not be available as a standard service offering with ACN's Digital Phone Service. A list of numbers that cannot be connected via the ACN Digital Phone Service can be obtained online from the ACN Customer Portal. ACN may update this list from time to time. If any of these number types (which were previously unavailable) become available so that they can be accessed by the ACN Digital Phone Service, ACN will notify you online via the ACN Customer Portal.

3.4 ACN may disclose your name, address and telephone number to a third party for the purpose of directory enquiries, unless you have requested that the information be kept confidential. ACN may always disclose your name, address and number when it is required by law or other regulation, for instance at the request of the emergency services.

3.5 If you use the ACN Digital Phone Service for incoming as well as outgoing calls, you may trigger data traffic for which you may have to pay any fees agreed with your internet access provider.

3.6 The ACN Digital Phone Service will cease to operate if your internet access connection fails or there is a power cut or failure. These failures may be caused by reasons outside ACN's control.

3.7 In cases of planned interruptions in the ACN Digital Phone Service due to software, equipment or network upgrades ACN will inform you of such unavailability with at least 24 hours notice by posting a note to this effect on



the ACN Customer Portal. ACN will also limit the number of such interruptions to 8 per year, each with a maximum duration of 40 hours. ACN will endeavour to schedule such interruptions at times that are less inconvenient to its customer base.

3.8 ACN will provide you with a New CLI which you may use to receive and make phone calls using the ACN Digital Phone Service. Alternatively you may transfer your Original CLI to the ACN Digital Phone Service which shall be provided as soon as is reasonably practicable.

4 ACN Digital Phone Service with ACN Equipment

4.1 ACN will offer its ACN Digital Phone Service only with ACN Equipment. The ACN Equipment is locked to and will only function in connection with the ACN Digital Phone Service. At a minimum, you must purchase an ACN ATA, and if not available for purchase, you must purchase the ACN Videophone, or such other equipment provided by ACN to be able to use the ACN Digital Phone Service. The setting up and configuration of the ACN Equipment and the ACN Digital Phone Service is described in the user notice provided with the ACN Equipment

5. Conditions to access the ACN Digital Phone Service

5.1 You acknowledge and agree that ACN can check and reject your Customer Order if you have previously been disconnected for non-payment, or if you are still an active customer, can reject your Customer Order if you have any outstanding customer payments.

5.2 The ACN Digital Phone Service is intended for private use by Consumers only. The ACN Digital Phone Service may be used nomadically at locations other than the Premises. This means that, if a geographical number has been assigned or ported, the ACN Digital Phone Service may be used both in the area relating to this geographical number prefix and elsewhere in the UK where you are able to access an active high speed internet connection with capacity of at least 128K bits/sec down and upstream. The ACN Digital Phone Service is expressly not intended for professional use or telecommunication services such as teleshops, operator activities, telemarketing organizations, prepaid card providers, call centre operations, and voice service provision and reselling to third parties.

5.3 You may not have simultaneous connections to the ACN Digital Phone Service (using different accesses and /or devices).

6. Your obligations to ACN

6.1 You agree to:

6.1.1 pay invoices from ACN in respect of your use of the ACN Digital Phone Service and the supply of the ACN Equipment and all other charges applicable thereto;

6.1.2 authorise ACN, and any underlying carrier, to take all steps necessary to provide the ACN Digital Phone Service and ACN Equipment to you;

6.1.3 follow any reasonable instructions that ACN, or a third party on behalf of ACN, may give you about the ACN Digital Phone Service and ACN Equipment, which may include, for the avoidance of doubt, access to your premises for the purposes of providing the ACN Digital Phone Service and ACN Equipment;

6.1.4 promptly notify ACN if you wish to change the Premises or access the ACN Digital Phone Service from locations other than the Premises, or alter your Original CLI;

6.15 not re-supply or resell or otherwise make the ACN Digital Phone Service or ACN Equipment available to any person on a commercial or any other basis. You acknowledge that you do not own the New CLI and that you may not sell or transfer the New CLI to any person. You are responsible for ensuring that only those persons you authorise use the ACN Digital Phone Service and ACN Equipment;

6.16 maintain an active high speed internet connection (with capacity of at least 128Kbits/sec down and upstream) at the Premises and use this connection to access the ACN Digital Phone Service;

6.1.7 ensure that the Terminal Equipment and the ACN Equipment are in good working order. You must ensure that the Terminal Equipment complies with all applicable standards and approvals so as to enable ACN to supply the ACN Digital Phone Service. ACN will not be liable for being unable to provide the ACN Digital Phone Service as a result of any failure in the Terminal Equipment;

6.1.8 use the ACN Digital Phone Service and ACN Equipment responsibly and not use the ACN Digital Phone Service or ACN Equipment or allow the use of the ACN Digital Phone Service or ACN Equipment:

6.1.8.1 for the transmission of any material which is defamatory, offensive, abusive or of any obscene or menacing character;

6.1.8.2 for any improper, immoral, offensive, fraudulent, illegal or unlawful purpose;

6.1.8.3 in a manner which constitutes a violation or infringement of the rights of any person, firm or



company (including, but not limited to, intellectual property rights or confidential information);

6.1.8.4 in a manner which allows third parties to interfere with, or corrupts, the ACN Digital Phone Service or ACN Equipment in any way; or

6.1.8.5 in a manner that is in breach of the law.

6.2 You agree to reimburse ACN in respect of all losses, damages, liabilities, costs (including legal costs) and expenses which ACN may incur in connection with any breach of your obligations under this Contract or your misuse of the ACN Digital Phone Service.

6.3 You shall regularly check your ACN Account on the ACN Customer Portal for any notifications from ACN.

6.4 You shall promptly notify ACN of any changes to your personal data that are necessary for the provision of the ACN Digital Phone Service or the ACN Equipment. You must update such information online on your ACN Account via the ACN Customer Portal.

6.5 You must notify ACN immediately, by calling ACN Customer Service on 0207 949 01 02, if you become aware that the ACN Equipment has been stolen, or that the ACN Digital Phone Service or ACN Equipment are being fraudulently used or otherwise being used in an unauthorized manner. When you call, you must provide your ACN account number and a detailed description of the circumstances of the theft or unauthorized use of the ACN Digital Phone Service. Until such time you will be liable for all use of the ACN Digital Phone Service.

7. Invoicing

7.1 You shall receive electronic invoices in which case ACN will send a monthly notification to you by email without cost. The notifications will be sent to the email address provided by you when ordering the ACN Digital Phone Service, stating that the invoice for the ACN Digital Phone Service is available on the your ACN Account. A link giving direct access to the invoice will be included in the email. You can, at any time, via the ACN Customer Portal change the email address to which the electronic invoice notifications should be sent. The ACN Customer Portal is available via www.myacn.eu. If you change your email address and do not update this new address in your ACN Account via the ACN Customer Portal ACN will continue to send the invoice notification to the original email address and payments will keep being made according to the method of payment chosen by you. ACN is not responsible if the invoice notification email is not received due to your email account being full, if the email is "captured" by a spam or virus filter or the email address is no longer active. In the event electronic invoicing is not technically possible, I understand and agree that paper invoices may be sent to the address given in the Customer Order or as updated and notified to ACN.

7.2 All invoices are available on the ACN Customer Portal for 12 months from the date of issue and remain accessible to you during that time 24 hours a day, 7 days a week in an electronic format.

7.3 The invoices for the ACN Digital Phone Service are supported by an electronic certificate to guarantee the authenticity of their origin and content.

7.4 ACN will, at your written request, send an itemised invoice, either paper and/or electronic. Such invoice will reproduce for all communications the entire sequence of dialed digits or mask the last 4 digits and you will be charged a small administration fee for each paper invoice.

7.5 The monthly invoice will show which payments must be made in advance and which must be paid in arrears. ACN will invoice all recurring charges for the ACN Digital Phone Service monthly in advance. ACN will invoice all other charges, such as those based on usage, monthly in arrears. This Clause does not prejudice Clause 9.3.

8. Methods of payment

8.1 When placing your Customer Order online you may elect to pay your ACN Account either by direct debit or credit/debit card. If you choose to pay by direct debit, the amounts due to ACN will be debited from your account within 10 days of the date of the invoice. You can, at any time, change the chosen method of payment via the ACN Customer Portal. The new method of payment will then replace any prior payment arrangement for all subsequent invoices.

8.2. If you choose to pay by means other than direct debit or credit card ACN may charge you a small administration fee.

8.3 Any rejected automatic or revoked payments are subject to an administrative fee as detailed on the ACN Price List.

9. ACN Charges and Payment

9.1 ACN shall invoice you for the charges in accordance with the ACN Price List.



9.2 All invoices for the ACN Digital Phone Service and/or the ACN Equipment are due and payable within the payment period indicated on the invoice and where no payment period is indicated within *twenty one (21)* days of the date of an invoice. You are responsible for paying for all use of the ACN Digital Phone Service from the New CLI (or such other CLI if Number Porting has taken place) whether or not authorised by you (except for charges levied as a result of ACN's error or omission) even where a third party over whom you have no authority uses the ACN Digital Phone Service fraudulently, for example, by gaining unauthorised access to your Internet account. You can find out about the risks posed by third parties and internet access and obtain advice as to how to protect yourself against fraudulent use by consulting ACN's website.

9.3 ACN will try to ensure that recurring charges for the ACN Digital Phone Service are invoiced monthly in advance and that all other charges, such as those based on carrying traffic, are invoiced monthly in arrears. ACN may however sometimes send you a bill at a different time, for example, if the amount of money you owe ACN is considerably higher than normal.

9.4 ACN will request an authorisation from your credit/debit card before it accepts your Customer Order for the ACN Equipment. ACN will issue an invoice and charge your credit/debit card at the time that the ACN Equipment is ready to be shipped to you. A notification of this will be sent to you by email as per Clause 7.1.

9.5 If you choose to pay for ACN Equipment by direct debit but the direct debit is rejected by your bank, ACN will notify you that you have 14 calendar days from the receipt of the notification to pay by credit card. If you fail to pay within this 14 day period, ACN will suspend the shipment of the ACN Equipment. If the shipment of the ACN Equipment has already occurred, ACN will request the return of the ACN Equipment, and the Contract will be automatically terminated. On receipt of such request, you shall must either return the ACN Equipment at your own cost OR contact the ACN customer service department at 0207 949 01 02 in order to obtain a returned merchandise authorisation ("RMA") for returns free of charge and you must return the ACN Equipment to ACN within twenty-one (21) days

9.6 If you wish to purchase additional ACN Equipment, the charges for this equipment will be invoiced on your next monthly invoice (and the payment terms set out in this Clause 9 shall apply).

9.7 All charges are inclusive of VAT as per the ACN Price List.

9.8 ACN may charge interest on any overdue amount payable from the due date until payment (whether before or after judgment) at the rate of two (2) per cent per annum above the base rate of Barclays Bank plc from time to time in force. ACN will provide you with a reminder if full payment has not been made by the due date indicated on the invoice and where no payment period is indicated within *twenty one (21)* days of the date of the invoice.

9.9. ACN reserves the right to charge you for the reasonable expenses incurred by ACN in recovering late payment from you.

9.10 If you fail to pay an invoice on time and still fail to pay an invoice (or any part of it) within ten (10) days of receipt of a reminder notification from ACN requesting payment, then ACN reserves the right to suspend immediately the provision of the ACN Digital Phone Service to which any outstanding payment relates. Any such suspension will not affect ACN's rights under this Contract, including, without limitation, ACN's right of payment. Following such suspension, if you still fail to pay within an additional ten (10) days of receipt of a second (2nd) reminder notification requesting such overdue payment, ACN reserves the right to terminate this Contract. Notwithstanding any other provisions of this Contract, ACN shall have no liability to you for any loss or damages you suffer as a consequence of any suspension or termination under this Clause 9.10.

9.11 ACN may, at its sole discretion and at any time, carry out a credit check of your financial status. If, in ACN's reasonable opinion, such credit check is adverse, ACN may impose a credit limit on your use of the ACN Digital Phone Service and/or require payment of a security deposit or interim payment by you.

10. ACN's Obligations

10.1 ACN will deliver the ACN Digital Phone Service within 4 weeks from the date of the receipt by you of the ACN Equipment.

10.2 ACN shall endeavour to correct all faults that regard the ACN Digital Phone Service within a reasonable amount of time.

10.3 ACN shall not be liable for any defect or failure in the performance of the ACN Digital Phone Service for reasons beyond ACN's control including, but not limited to, link failures, power difficulties, telephone outages, network overload, default or failure of a third party (including an underlying carrier, or an operator of an electronic communications service), government actions, acts of God, explosions, floods, fire or accident, war or threat of war, terrorism or threat of terrorism, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes.



In the event you are not able to use the ACN Digital Phone Service as a result of any of the above, you will continue to be responsible for payment of the ACN Digital Phone Service unless and until you terminate the ACN Digital Phone Service in accordance with this Contract. You agree that ACN is not required to provide you with any credits or any other form of remuneration for any such disruption of the ACN Digital Phone Service.

10.4 If the ACN Digital Phone Service could not be used due to a fault (except for a fault caused by an event described in Clause 10.3 or because the ACN Digital Phone Service was suspended by ACN in accordance with Clause 13), then you will be entitled to a deduction in the charges for the ACN Digital Phone Service for that month to reflect any periods where you were unable to use the ACN Digital Phone Service. The deduction will be made for part of the charges that according to the Contract should have had been charged during this period of time.

11. Limitation of Liability

11.1 Nothing in this Contract shall operate to exclude or restrict your or ACN's, liability for:

11.1.1 death or personal injury resulting from negligence;

11.2 Subject to clause 11.1, ACN does not accept any liability under or in relation to this Contract (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any:

11.2.1 loss of profits;

11.2.2 loss of sales;

11.2.3 loss of turnover;

11.2.4 loss of or damage to reputation;

11.2.5 loss of contracts;

11.2.6 loss of customers;

11.2.7 loss of, or loss of use of, any:

(i) software or

(ii) data

11.2.8 loss of use of any computer or other equipment or machinery;

11.2.9 wasted management or other staff time or wasted expense; or

11.2.10 indirect, special or consequential loss or damage,

and for the purposes of this Clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

If you are entering into this Contract as a Consumer, however, the loss referred to above shall only be excluded where such loss was not reasonably foreseeable by you and ACN at the time this Contract was entered into.

11.3 Subject to clauses 11.1 and 11.2, ACN's total liability arising out of or in connection with this Contract (and whether the liability arises because of a breach of contract, negligence or for any other reason) shall be limited to an amount equal to fifty-percent of the cumulative amount of all charges (in GBP) invoiced to you for the ACN Digital Phone Service for the three months prior to such event.

11.4 ACN will not be liable under this Contract for a breach of this Contract to the extent that the breach concerned arises from:

11.4.1 use of the ACN Digital Phone Service or ACN Equipment other than in accordance with normal operating procedures as notified to you by ACN;

11.4.2 any alterations to any ACN Digital Phone Service or ACN Equipment made by anyone other than ACN; and/or

11.4.3 any abnormal or incorrect operating conditions.

11.5 Each Clause of this Contract that excludes or limits ACN's liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

12. Provision of Information and Collection of Data

12.1 You hereby authorise ACN to collect and process your personal data as may be necessary for providing the ACN Digital Phone Service and ACN Equipment, as well as for offering and procuring other products and services. You must also inform ACN immediately of any change to the details you have provided. Your data will be stored in databases controlled and under the responsibility of ACN and are intended for the maintenance and management of the present contractual relationship as well as for marketing purposes related to it. You may at any time make use of your rights to access, rectify or erase your personal data through a written request addressed to ACN European Services Ltd Tower 42, 25th Floor, 25 Old Broad Street, London EC2N 1HQ, or via the Customer Portal. In the case of commercial communications, you expressly agree to receive advertising of ACN products and services through email or an equivalent medium. This consent can be revoked at any time by addressing a request to ACN European Services Limited: Tower 42, 25th Floor, 25 Old Broad Street, London EC2N 1HQ.



12.2. You hereby agree and confirm that the information that you provide to ACN under this Contract shall be true, accurate and completed in all respects.

12.3 This Clause describes ACN's duty of care, in relation to the collection and use of data (whether personal or otherwise) that is held by ACN. In this regard, ACN is committed to:

12.3.1 obtaining and processing personal data or the information constituting personal data fairly;

12.3.2 ensuring personal data is accurate and, where necessary, kept up-to-date;

12.3.3 keeping personal data for only one or more specified lawful purposes;

12.3.4 not using or disclosing personal data in any manner incompatible with such lawful purpose;

12.3.5 ensuring personal data is adequate, relevant and not excessive in relation to such purposes;

12.3.6 not keeping personal data for longer than is necessary for such purposes;

12.3.7 taking appropriate security measures against unauthorised access or alteration, disclosure or destruction of personal data and against its accidental loss or destruction;

12.3.8 complying with any other obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

12.4 You acknowledge that you have been informed by ACN that the information you give to ACN (including information relating to yourself, your address and other details) will be retained by ACN on a computer database and will be used by ACN for marketing and other purposes related to the performance of this Contract. You also acknowledge that ACN may disclose this information in connection with such purposes to ACN Europe B.V. (The Netherlands) and/or any affiliated companies which may be situated inside or outside the European Union. You hereby consent to ACN retaining, processing and disclosing the information referred to as set out above. This authorisation also constitutes a general consent for the purposes of the Data Protection Act 1998.

12.5 You agree that ACN may search the files of a credit reference agency, which will keep a record of that search. Details of how you conduct your account with ACN may also be disclosed to the agency. This information may be used by other lenders in assessing applications from you and members of your household for debt tracing and fraud prevention.

12.6 ACN may contact you before, during and after the term of this Contract in order to administer, evaluate and maintain the ACN Digital Phone Service. Please note that ACN may monitor and/or record your telephone calls and emails for quality assurance, legal, regulatory and training purposes.

12.7 All information relating to you collected by ACN in the course of providing the ACN Digital Phone Service and ACN Equipment shall remain confidential subject only to the permitted uses of that information under this Contract or as may be required by any competent authority (including, without limitation, Ofcom) or any other relevant laws or regulations.

13. Term and termination

13.1 The Contract shall commence on the earlier of: ACN's acceptance of the Customer Order, or when ACN has confirmed the Customer's Order or the delivery of the ACN Equipment in accordance with Clause 20.1.1 ("Commencement Date") and continue for an initial twelve (12) month term from the date ACN commences the supply of the ACN Digital Phone Service to you ("Initial Term"). After the expiration of the Initial Term, the Contract will automatically renew for consecutive one month periods.

13.2 You may terminate this contract at any time by giving ACN *thirty (30)* days' notice in writing to ACN provided such notice is given in accordance with Clause 18.2. This right does not however affect your right to cancel this Contract at any time during the Cooling Off Period set out in the Notice of Cancellation clause outlined above. You acknowledge that if, following the Cooling Off Period, you terminate during the Initial Term, you shall be liable to pay all charges, including without limitation, for calls made up to the time of termination, any remaining charges for the ACN Equipment, and all remaining monthly recurring charges up to the end of the Initial Term.

13.3 ACN may suspend the ACN Digital Phone Service or terminate this Contract (in each case in whole or in part) by giving you twenty eight (28) days' notice in writing at any time.

13.4 ACN may suspend the ACN Digital Phone Service or terminate this Contract (in each case in whole or in part) immediately if:

13.4.1 you are in material or repeated breach of this Contract and for the purposes of this Clause 13.4.1, repeated breach shall include *three (3)* or more incidents of breach in any continuous period of *six (6)* months or less;



13.4.2 you do not pay an invoice by the due date and you fail to pay the invoice within ten (10) days after receipt of a second (2nd) reminder notification to pay the outstanding amount, as set forth in Clause 9.10;

13.4.3 bankruptcy or insolvency proceedings are brought against you or you do not make any payment under a judgment of court on time or you (where you are a company) make an arrangement with your creditors or a receiver or an administrator is appointed over any of the your assets or you go into liquidation;

13.4.4 your behaviour unreasonably compromises the stability, security, or operability of the ACN Digital Phone Service;

13.4.5 ACN is obliged to do so in order to comply with an order, instruction or request of government, an emergency service organisation or other competent authority including, for the avoidance of doubt, Ofcom;

13.4.6 ACN ceases to be able to supply the ACN Digital Phone Service and/or ACN Equipment due to any cause beyond its reasonable control;

13.4.7 your usage of the ACN Digital Phone Service indicates excessive or uncharacteristic usage;

13.4.8 you are in breach of Clause 6.1.8 and fail to remedy such breach after receiving a notice from ACN asking you to remedy such breach; or

13.4.9 ACN has reasonable grounds for suspecting you of fraud or attempted fraud in connection with the use of the ACN Digital Phone Service or misuse of the ACN Digital Phone Service.

13.5 Any exercise of ACN's right to suspend the ACN Digital Phone Service shall not exclude ACN's right subsequently to terminate this Contract.

13.6 On termination of this Contract, ACN shall send you a final invoice for any use of the ACN Digital Phone Service or supply of ACN Equipment which is unbilled up to the date of termination.

13.7 If, during the Initial term, the Contract between ACN and its underlying carrier/network operator is terminated (e.g. for insolvency or material breach) the remaining part of the Initial term is not applicable anymore.

13.8 If ACN suspends the Services under Clause 13.4.7 for excessive or uncharacteristic use, without limiting ACN's other rights and remedies under this Contract ACN may transfer you from your current calling plan to another appropriate calling plan of ACN's choice. If you generate an amount of traffic that is significantly above what is defined as average customer usage in the AUP this is deemed as "excessive use" for the purposes of Clause 13.4.7. ACN will give you prior notification of any change to your calling plan affecting you together with details of the new calling plan with the associated ACN Price List. Any change to your calling plan will take immediate effect. Upon receipt of such written notice, you may also elect to terminate the Contract upon notice to ACN in accordance with Clause 18.2, giving reasons for such termination.

13.9 If the ACN Digital Phone Service is suspended in accordance with Clause 13.4, ACN will, upon request, inform you what needs to be done before the ACN Digital Phone Service can be reinstated. You shall continue to pay any monthly recurring charges during the suspension period. You will reimburse ACN all reasonable costs and expenses incurred by ACN in the implementation of the suspension and/or subsequent reinstatement of the ACN Digital Phone Service. ACN is not responsible for any losses/injuries if your line is suspended or for any costs for reconnection with another operator after termination of the ACN Digital Phone Service.

14. Resolving disputes

14.1 ACN will try to work through any disputes that you may have with ACN. However, if ACN cannot do this, you can refer the matter to OTELO of which ACN is a member. Details of these, and of how to refer a dispute, are set out in OTELO's complaint handling guidelines.

15. Other things we need to tell you

15.1 ACN may take instructions from a person who ACN thinks, with good reason, is acting with your permission.

15.2 If this Contract ends, ACN will pay back to you any money ACN owes you. ACN will first take off any money you owe ACN, under either this Contract or any other contract between you and ACN.

15.3 When ACN needs to contact you, ACN will use your e-mail and/or your billing address. If you need to write to ACN, please use the address on your last bill or any other address ACN has given to you.

15.4 Occasionally for operational reasons, we may have to interrupt the ACN Digital Phone Service. We will restore the ACN Digital Phone Service if interrupted as quickly as we can.



15.5 If you move house or office and want to take your New CLI with you please inform ACN's customer services centre of your request and ACN will, where possible, assist with such transfer.

16. Changes to the ACN Digital Phone Service and this Contract by ACN

16.1 ACN reserves the right to change or vary the terms of this Contract and/or any charges by giving you written notice of such change or variation. ACN will notify you about these changes and variations.

16.2 ACN may at any time and without notice make changes to the ACN Digital Phone Service and/or this Contract if such change is necessary to fulfil legal or regulatory obligations; and/or ACN believes that any technical modifications to the network or change in its trading, operating or business practices or policy is necessary in order to avoid any detriment to you.

16.3 In the case of changes made under Clause 16.1 and 16.2 ACN shall try to inform you as soon as possible of any change to be made but may not always be able to give you advance notice.

16.4 If ACN makes a change to your significant disadvantage you will not have to pay a cancellation charge if you decide to end this Contract early.

16.5 If ACN changes the charges for the ACN Digital Phone Service and the increase over any twelve (12) month period is greater when calculated as a percentage than any increase in the Retail Price Index for the same twelve (12) month period you shall have the right to terminate this Contract without paying a cancellation charge by giving ACN thirty (30) days' notice in writing.

16.6 Up-to-date information regarding charges for all of ACN's services will be available on ACN's website or from its customer service department who can be contacted on the number provided to you.

17. Changes to the ACN Digital Phone Service by you

17.1 Following an initial Customer Order, any additional services or add-ons subsequently ordered by you for the ACN Digital Service and/or ACN Equipment, shall be governed by the terms and conditions agreed to during the initial ordering process.

18. General

18.1 No delay, omission or forbearance by either party hereunder to exercise or enforce any right, power or remedy shall operate as a waiver thereof.

18.2 Proper notice and effective date of Termination.

If you wish to terminate this Contract, you must send us written notice by registered letter, with return receipt requested to: ACN European Services Ltd. Tower 42, 25th Floor, 25 Old Broad Street, London EC2N 1HQ. Irrespective of anything stated to the contrary in your termination notice, the notice period is understood to be thirty days from receipt of a proper termination notice from you. This Clause 18.2 does not affect your right to terminate during the Cooling Off Period.

18.3 The Contract is personal to you and may not be assigned by you to any other party or entity. If you consent, ACN may assign this Contract.

18.4 If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of the Contract.

18.5 You are not obliged to obtain your telecommunications services exclusively from ACN.

18.6 Save as expressly provided for, nothing in this Contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999 or any equivalent statute or rule of law in any jurisdiction.

18.7 The Contract is governed by and shall be construed in accordance with the laws of England and you hereby submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising under this Contract.

20. Specific Articles relating to ACN Equipment

20.1 Delivery of ACN equipment.

20.1.1 ACN will deliver the ACN Equipment to the Premises within 30 days of the acceptance of a Customer Order via ACN's online order entry system. If the ACN Equipment is unavailable for any reason, ACN will notify you by email. You may choose to accept alternative ACN Equipment (of a similar quality and price) proposed by ACN or terminate this Contract. If you terminate the Contract in accordance with this Clause 20.1.1 we will reimburse you any sums you have already paid.

20.1.2 Transfer of risks of loss of or damage to the ACN Equipment will pass to you upon delivery of the ACN



Equipment to the Premises.

20.1.3 Title in the ACN Equipment will be transferred to you upon full payment of the charges for the ACN Equipment. The delivery of a payment authorization is not considered as payment for the purposes of this clause 20.1.3

20.2 Warranty of ACN Equipment.

20.2.1 This contractual warranty does not affect any legal rights granted under applicable national legislation governing the sale of consumer goods.

20.2.2 ACN warrants that the purchased ACN Equipment will be free from defects in workmanship and materials under normal use ("Defects") for a period of 24 months from the date the ACN Equipment is delivered to you in accordance with Clause 20.1.1 ("Warranty Period"). During the Warranty Period, ACN will repair or replace the ACN Equipment if it has a Defect ("Limited Warranty") without charge for either parts or labour. This Limited Warranty does not cover the ACN Digital Phone Service.

20.2.3 ACN will only repair or replace ACN Equipment which, in its reasonable opinion, contains a Defect and is otherwise covered by the Limited Warranty. This Limited Warranty does not cover damage caused by normal wear and tear or as a result of the ACN Equipment being opened or repaired by someone not authorized by ACN, and does not cover damage caused by misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the ACN Equipment (including the user notice referred to in Clause 3.1), or neglect. The Limited Warranty does not cover physical damage to the surface of the ACN Equipment and/or any other acts or situations which are beyond ACN's reasonable control.

20.2.4 In order to make a claim under the Limited Warranty, you must contact ACN's customer service department on 0207 949 01 02 to explain the Defect and to obtain a return material form or number if necessary. The ACN Equipment must be returned to ACN as soon as possible following notification of the Defect, along with an explanation of the Defect, to the address provided by ACN. Also, you must comply with any other return procedures stipulated by ACN as published or explained at the time of the claim.

20.2.5 This Limited Warranty is not transferable.

20.2.6 All returns of the ACN Equipment must be in original packaging and with all its original contents.

20.2.7 In order to return any ACN Equipment to ACN, you must obtain a returned merchandise authorisation ("RMA") number from ACN by calling ACN Customer services on 0207 949 01 02 and return the ACN Equipment to the address provided by ACN and as stipulated in 20.2.6. Any purchased ACN Equipment returned to ACN without prior authorization (RMA number) for its return or not in original packaging with all original contents may be refused by ACN. Failure to follow these procedures will prevent you from receiving any repair or replacement of the ACN Equipment.

20.2.8 ACN will provide replacement ACN Equipment only if the ACN Equipment is deemed to be defective and confirmed to be covered under the Limited Warranty provided in this Article. ACN will not cover replacement for damaged, lost, stolen or modified equipment. Any ACN Equipment returned by you that is not covered under the Limited Warranty may be refused by ACN, and you will be responsible to pay return shipping charges.

20.2.9 If any ACN Equipment covered by the Limited Warranty is sent back to ACN without a RMA authorisation as specified in Clause 20.2.7, the ACN Equipment will be returned "as is" to you at your own cost.

ACN European Services Ltd.

Registered Office Address: Tower 42, 25th Floor, 25 Old Broad Street, London EC2N 1HQ, United Kingdom

Companies House: 3650246, VAT Reg.No: GB 726 3625 33

Postal address: P.O. Box 427, Hounslow TW4 6DR, United Kingdom